

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, November 21, 2024
5:30 PM

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

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

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Notice of this meeting was published in the York News Times on November 14, 2024
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the November 7, 2024 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,856.71
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$21,275.29
7. Claims for the period of November 8 through November 21, 2024
8. Department Activities Reports for the month of October 2024
9. Approve the preliminary Cash Balances for the month of September 2024
10. City Administrator Report
11. Consider approval of a special designated license for JWs Catering for a reception at Best Western Hotel on December 14, 2024

12. Consider approval of a special designated license for Chances R Inc. for an open house with a wine tasting at Kirtsey's Boutique, 723 N. Lincoln Ave, on December 18, 2024
13. Public hearing on preliminary and final plats:
 - 13.1. Replat of the West 56' of Lot 1 and 2 AND Lot 3, Block 8, Hillside Addition, City of York, York County, Nebraska
 - 13.2. Irregular Tract 34, Section 2, Township 10 North, Range 3 West of the 6th PM, York County, Nebraska
 - 13.3. York Fire Station Addition, City of York, York County, Nebraska
14. Consider approval of a proposal from Truck Center Companies for two Freightliner 108SD Plus Dump Trucks in the amount of \$453,380.00
15. Consider approval of a quote with Wachs Utility Products for a Combo Valve Exerciser and Vacuum Trailer in the amount of \$89,215.00
16. Consider approval of the appointment of James Paul II, Superintendent License Number S-1742, Class B, to be the City of York's Street Superintendent for the calendar year 2025
17. Consider approval of a bid from CCS Presentation Systems for the Holthus Lobby Screen Replacement in the amount of \$64,916.97
18. Authorize the Mayor to sign the General Administration Agreement and the Construction Management Agreement for the 24DTR006 York Downtown Revitalization project with Southeast Nebraska Development District in the amounts of \$25,000 and \$10,000
19. Authorize a recognition dinner to be held for City officials and employees and expenditure of not to exceed \$50 per official and employee who attends for the cost of the meal and nonalcoholic beverages; total expenditure shall not exceed \$2,500
20. Mayor Appointments:
 - 20.1. Appointment of Tresa Worster to the Housing Agency for a term ending November 1, 2029
 - 20.2. Appointment of Marlo Winter to the Housing Agency, as a tenant representative, for a term ending November 1, 2029
21. Consider approval of Resolution 2024-35 - to declare certain city property surplus and authorizing disposition of surplus property

22. Public hearing to consider amending the zoning map to rezone property located in the R-3 District to the Industrial District:

22.1. Ordinance No. 2380 - to amend the zoning map to rezone property located in the R-3 District to the Industrial District

22.1.1. Suspend the rules for Ordinance No. 2380

22.1.2. Passage of Ordinance No. 2380

23. Adjournment



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0099 LEGALS

NOTICE OF MEETING

Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, November 7, 2024 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk. Individuals requiring physical or sensory accommodations should contact the City Clerk at 402-363-2600. Requests need to be made by 5:00 p.m. on the Friday prior to the meeting. Amanda Ring, City Clerk Oct. 31, 2024 ZNEZ

0398 Wanted To Buy

Top dollar paid for aluminum irrigation pipe. We pick up. We pay cash. 402-433-5413.



1976 Cadillac Eldorado Convertible, Mint condition. New convertible top, air, heat, CD/player, leather interior and only 66k miles

\$29,995

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



1997 Ford F150XL 4.2L 131,000 new transmission 98,000 \$3950.00 402-533-3577 Albion



2011 Chevrolet Impala LS 4 dr Sedan, 3.5l, power windows and locks, air, tilt, cruise, with cloth seats, fwd. 43k miles

\$11,995

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



2020 Ford F-150 XLT 4X4 4dr SuperCrew 5.5 ft. SB, 96K



1995 Dodge Ram 1500 Laramie SLT, 4WD Extended Cab SB, 360 motor. Extended cab, New tires, Brakes, after market Sony stereo system

\$4,995

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



2020 Club Carts Tempo Golf Carts, heavier springs with a back seat, Not looking for a Lifted one this is it. also has a cooler spot in the flat bed when folded down. Has a 14 hoarse Kolar fuel injected gas motor,



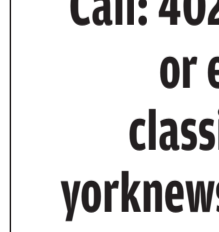
1999 Chevrolet Tahoe LT 4WD SUV, 1 owner, 5.7l, very clean, leather seats, power windows, locks, and mirrors, 89k

\$12,995

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



Call Tim at 308-624-0055 or Kerwyn 308-390-8925



Call Tim at 308-624-0055 or Kerwyn 308-390-8925

\$6,495

Call Tim at 308-624-0055 or Kerwyn 308-390-8925

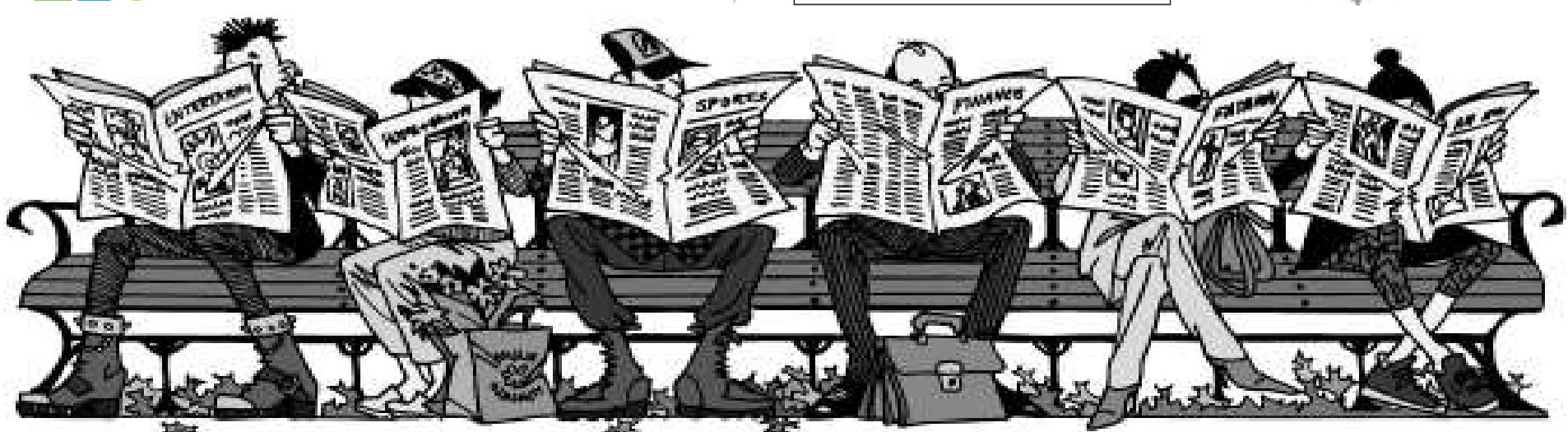


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York Adopt-A-Pet
New Shelter Visiting Hours
Thursday - Saturday Noon-3:00pm
Appointments can be made for other days and times by calling the shelter at 402-362-3964.
You can view our pets on: yorkadoptapet.com



REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
November 7, 2024
5:30 PM

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

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

Mayor: Barry Redfern: Present. Councilmembers: Tony North: Absent, Vicki Northrop: Present, Jeff Pieper: Present, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Matt Wagner: Absent, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Police Chief Ed Tjaden, Asset Manager Dan Aude, Parks & Rec Director Cheree Folts and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on October 31, 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 October 17, 2024 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$656.28. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$2,940.43. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea.

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$8,797.83. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

Claims

Motion to approve the claims for October 18, 2024 through November 7, 2024. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

City Administrator Report

Dr. Sue Crawford informed the Council that the City had just been notified the approval was given for the fourth round of downtown revitalization funding. She thanked those who sent in letters of support and if interested in applying, contact the Chamber. She thanked Madonna and the Chamber for all the support and work to get this fourth round of money coming to the city. The Chamber has done a wonderful job in managing these funds and encouraging businesses to apply.

Johnson Fitness and Wellness – New Weight Room Equipment

Cheree stated this was a budgeted item. It will replace all the current weight room equipment and two treadmills. The old equipment will be put on surplus and then auctioned. The wait time is 8-weeks and will arrive around the new year.

Motion to approve an Omnia Cooperative agreement with Johnson Fitness & Wellness for the Community Center weight room equipment and two treadmills in the amount of \$54,847.39. Ayes with a motion by Jeff Pieper and a second by Jennifer Sheppard. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

City and YPS – Levitt Stadium Agreement

Dr. Crawford shared this agreement provides for the clarification of ownership, maintenance and responsibility for the assets at Levitt Stadium.

Motion to approve the agreement between the City and York Public Schools to provide for the ownership, maintenance and responsibility for the assets at Levitt Stadium. Ayes with a motion by Scott Van Esch and a second by Jeff Pieper. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

SDL – Blended Distilling

Derek Keller, 1420 Road N, York, stated this is for 'Guys Night' at Kirtsey's to encourage shopping for their wives. He said the event would be maintained inside the building.

Motion to approve a special designated license for Blended Distilling for an event located at Kirtsey's Clothing and Boutique, 723 N. Lincoln Ave, York, on December 19th, 2024. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

Public hearing on preliminary and final plats

The Mayor announced this was the time and place for a public hearing on two preliminary and final plats. Dan Aude spoke on both plats. He stated both meet the requirements of the City's code and both were recommended by the Planning Commission with changes to the legal description and those changes have been made. The Meadow Lark subdivision lines are being changed so that there is enough room to construct a duplex on the lot. The Replat of Post's Addition is also moving lot lines for the construction of a housing unit on that property as well. There was no other public comment.

Meadow Lark Subdivision, City of York, York County, Nebraska

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

Replat of Post's Addition, City of York, York County, Nebraska

Motion to approve the preliminary and final plat of the Replat of Post's Addition, City of York, York County, Nebraska. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

Tornado Siren – Federal Signal Safety and Security Systems

The fire chief told Council that there was \$20,000 in ARPA funds and money in the budget to replace this siren. The siren being replaced is located at 1st Street and Grant Ave. Dr. Crawford stated she believes it to be in the City's best interest to waive the public bidding requirement and accept this proposal with Federal Signal Safety and Security Systems for the replacement of the tornado siren.

Motion to approve a quote from Federal Signal Safety and Security Systems for a tornado siren in the amount of \$37,894.00. Ayes with a motion by Jeff Pieper and a second by Stephen Postier.

Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

Olsson – Fire Station Build Material Testing

Tony Bestwick shared with the Council that this was not part of the original engineering contract. This bid is for third-party testing during the build process.

Motion to approve the bid from Olsson for special inspections and construction material testing related to the construction of the York Fire Station in the amount of \$17,750.00. Ayes with a motion by Jennifer Sheppard and a second by Scott Van Esch. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

Resolution 2024-34 - Year-End Certification of the City Street Superintendent

Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2024

Resolution No. 2024 - 34

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor [X] Village Board Chairperson [] of City of York is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 7th day of November, 2024 at York, Nebraska.

City Council/Village Board Members
Vicki Northrop, Jennifer Sheppard, Stephen Postier, Jerry Wilkinson, Jeff Pieper, Scott Van Esch

City Council/Village Board Member Van Esch Moved the adoption of said resolution Member Sheppard Seconded the Motion Roll Call 6 Yes 0 No 0 Absent 2 Resolution adopted, signed, and billed as adopted.



Attest: Amanda Ring (Signature of Clerk)

Motion to approve Resolution 2024-34 to authorize the Mayor to sign the Year-End Certification of City Street Superintendent completed forms. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Tony North: Absent, Matt Wagner: Absent, Vicki Northrop: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:49 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	15,336.00	N		
01-00010	GALE	3	422.85	N		
01-00110	MATHESON TRI-GAS	3	283.26	N		
01-00120	JACKSON SERVICES INC	10	615.78	N		
01-00200	NEBRASKA MACHINERY CO	7	9,063.02	N		
01-00210	EAKES OFFICE PLUS	3	400.44	N		
01-002 30	CORNHUSKER STATE IND.	1	488.00	N		
01-00290	NORTH PRINTING & OFFICES	9	1,856 .71	N		
01-00340	BOUND TREE MEDICAL LLC	5	1,940.33	N		
01-00360	CITY OF YORK	1	5.07	N		
01-00540	GLOBAL TECH, INC.	7	4,778.14	N		
01-00640	NEBRASKA PUBLIC POWER DIS	1	29,455 .09	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00701	OLSSON ASSOCIATES	1	119.50	N		
01-00710	OVERLAND SAND & GRAVEL	9	15,974.34	N		
01-00750	PIEPERS INC	7	21,275.29	N		
01-00780	PRESTO XCOMPANY	11	701.17	N		
01-00800	BURST, LLC	16	633.81	N		
01-00990	ANGLE, MURPHY & CAMPBELL,	1	17.25	N		
01-01070	NEBRASKA LIBRARY COMM.	1	296.28	N		
01-01090	BAKER & TAYLOR, INC	3	1,035.07	N		
01-0120	RANDY BARNES	1	240.82	N		
01-01280	PLATTE VALLEY COMMUNICATI	1	595.36	N		
01-01290	GRAND CENTRAL FOODS, INC.	6	298.06	N		
01-01470	SERVI-TECH LABORATORIES	3	525.00	N		
01-01510	HACH CO.	1	535.50	N		
01-01650	UNION BANK	1	798.00	N		

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01750	NEBRASKA PUBLIC HEALTH EN	2	926.00	N			
01-01840	CORNERSTONE BANK	1	95.00	N			
01-01841	CORNERSTONE BANK TRUST	3	122,335.00	N			
01-02010	YORK EQUIPMENT, INC.	1	18.18	N			
01-02230	MCCORMICK HEATING & AC	1	110.00	N			
01-02250	MILLER SEED & SUPPLY CO	4	240.83	N			
01-02500	YORK FARM SUPPLY LLC	2	468.00	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	1	330.25	N			
01-02560	CITYSERVICEVALCON LLC	1	44.26	N			
01-02680	SCHEMMER ASSOCIATES	1	23,414.86	N			
01-03000	LCL TRUCK EQUIPMENT, INC.	1	176.82	N			
01-04050	GALLS INCORPORATED	3	320.25	N			
01-04240	NE DEPT OF REVENUE	1	5.21	N			
01-05310	SAPP BROTHERS PETROLEUM,	5	2,137.89	N			
01-06370	HEIMAN FIRE EQUIPMENT, IN	1	258.95	N			
01-06630	FASTENAL	1	62.62	N			
01-08000	NEVCO SCOREBOARD CO	1	1,841.85	N			
01-08950	PIZZA HUT	3	1,874.25	N			
01-09090	WINDSTREAM	1	45.49	N			
01-09110	HY-TEC AUTO SERVICE	3	2,906.53	N			
01-09220	CENTRAL NEBRASKA REFRIGER	1	499.60	N			
01-1	MISCELLANEOUS VENDOR	1	202.00	N			
01-10020	YORK COUNTY REGISTER OF D	1	56.00	N			
01-10110	BADGER METER INC	1	1,975.49	N			
01-10840	TOTAL ADMINISTRATIVESERV	1	559.85	N			
01-11010	VERIZON	1	1,195.14	N			
01-11220	PAUL DAVIS RESTORATION &	1	900.00	N			

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-11450	HEIDI GREGG	1	24.98	N		
01-14880	ALFRED BENESCH & CO	1	7,843.59	N		
01-14930	MIDWEST BANK	1	4,567.93	N		
01-15560	OMAHA TRUCK CENTER	1	78.81	N		
01-15670	HOA SOLUTIONS INC	1	891.00	N		
01-15980	HDR ENGINEERING INC	3	9,687.55	N		
01-18120	TERRI CARLSON	1	750.00	N		
01-18280	HIGHLAND PRODUCTS GROUP L	1	2,990.41	N		
01-18640	FYR-TEK INC	1	219.00	N		
01-19320	CCS PRESENTATION SYSTEM	1	270.00	N		
01-19370	NE TECHNOLOGY & TELECOMMU	2	140.94	N		
01-19940	OVERDRIVE INC	1	298.91	N		
01-20850	DEARBORN LIFE INSURANCE C	1	2,064.38	N		
01-21770	JANSSEN FORD	1	92.95	N		
01-22050	HEAVY METAL SUPPLY CO	2	155.18	N		
01-22100	SLACK AUTO SUPPLY LLC	1	40.99	N		
01-22200	KARESA NORQUEST	1	12.20	N		
01-22660	SPECTRUM ENTERPRISE	1	11.22	N		
01-22670	NATIONWIDE INS	2	908.00	N		
01-22790	SITE ONE LANDSCAPE SUPPLY	2	1,078.90	N		
01-23260	KERRY'S RESTAURANT & CATE	1	1,325.00	N		
01-24090	AXIA PAYMENTS	1	41.06	N		
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y		
01-25020	911 YORK COUNTY COMMUNICA	1	110,000.00	N		
01-25100	NEBRASKA RURAL RADIO ASSO	2	1,076.00	N		
01-25370	BRANDON LAMBERT	1	87.79	N		
01-25530	SAM'S CLUB MC/SYNCB	2	15,612.61	N		

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

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VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-25870	YORK SPRINKLER SYSTEMS	1	275.00	N		
01-26010	SOARIN GROUP	1	789.00	N		
01-26190	DARKTRONICS	1	1,710.00	N		
01-26300	CENTRAL STATES HYDRAULIC	2	2,204.57	N		
01-26770	MATT GEORGES	1	215.00	Y		
01-26820	QUADIENIT INC	1	33.00	N		
01-27220	MATTHEW FRANKEN	1	1,600.00	Y		
01-27440	LIVE WELL COUNSELING CENT	1	756.00	N		
01-27500	NEBRASKA GENERATOR SERVIC	1	1,457.78	N		
01-27780	ROBERT A AILOR	2	828.75	Y		
01-27900	FILAMENT ESSENTIAL SERVIC	1	1,171.00	N		
01-28080	FIRST NATIONAL COMPANY	1	1,000.00	N		
01-28380	FREEDOM REPAIR AND MOTORS	1	70.00	Y		
01-28510	LEE ENT ADVERTISING	3	1,596.03	N		
01-28540	AMAZON BUSINESS	3	106.45	N		
01-28570	ERIC ECKERT	1	300.00	N		
01-29050	RUSTIC DRY GOODS	2	1,233.97	N		
01-29160	SECURITY EQUIPMENT INC	1	736.32	N		
01-29270	ALLO	2	211.50	N		
01-30150	CARRIE REMMERS	3	201.53	N		
01-30230	STARLITE SUPPLIES INC	1	2,955.82	N		
01-30840	APPLIED CONCEPTS INC	1	3,085.00	N		
01-31160	RAPID FIRE PROTECTION INC	1	580.60	N		
01-31420	CONSTELLATION PAYMENT PRO	1	3,231.11	N		
01-31490	VESTIS	3	406.66	N		
01-31510	HD SUPPLY	4	2,941.14	N		
01-31730	UNANIMOUS INC	1	4,400.00	N		

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-31900	SCHEELE-KAYTON CONSTRUCTI	1	224,803.80	N		
01-32210	INTERMEDIA.NET, INC.	1	1,968.00	N		
01-32240	TREYTEN RUHL	1	15.37	N		
01-32270	AJM LLC	1	1,450.00	N		
01-32280	QR FIT TRAIL LLC	1	2,590.00	Y		
*** REPORT TOTALS ***		240	696,461.59			
		Payroll	192,953.60			
		Total	889,415.19			

DEPARTMENT REPORTS

October

2024

COMMUNITY CENTER
CONVENTION CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

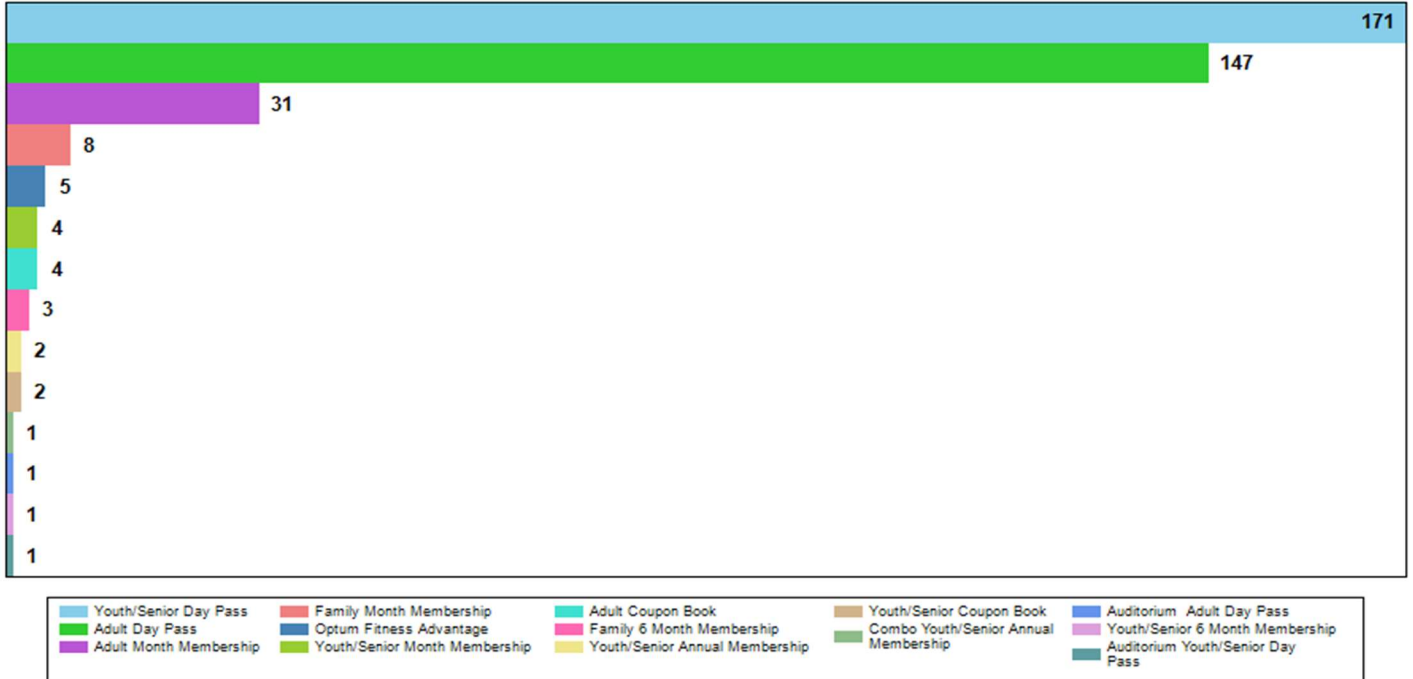
YORK PARKS & RECREATION - OCTOBER 2024

COMMUNITY CENTER

Total Income \$17,192.92

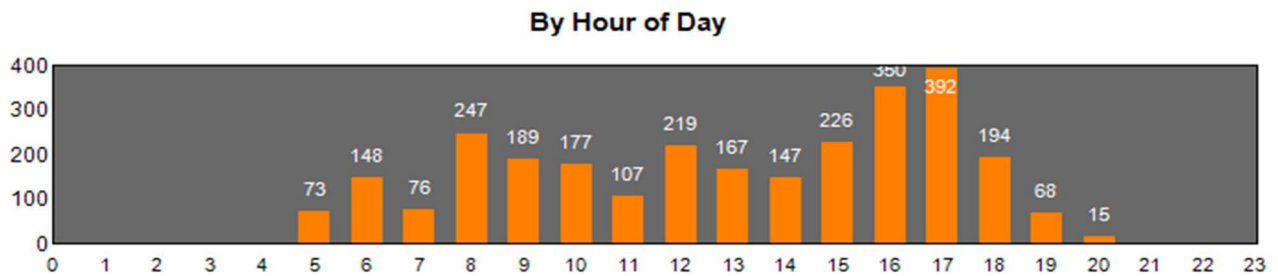
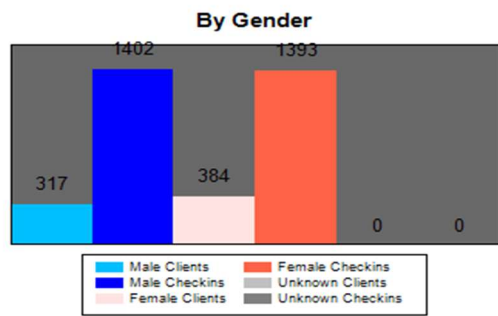
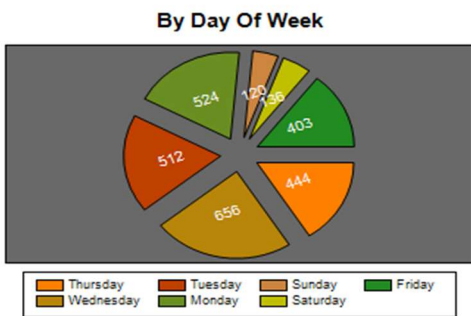
	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	Center Programs	Center Rentals	Aud Rentals	Miscellaneous
TOTALS	\$1,982.00	\$10,053.92	\$5,157.00	\$17,192.92	\$5,848.20	\$0.00	\$3,111.00	\$1,130.00	\$3,550.00	\$3,523.72

Total Memberships/Day Passes/Coupon Books Sold: 381



Attendance by York University Students: 735

Attendance Total by Membership: 1,879



YORK PARKS & RECREATION - OCTOBER 2024

BALLPARK COMPLEX

Total Income \$25,749.20

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees
TOTALS	\$15,096.83	\$7,075.00	\$3,577.37	\$25,749.20	\$18,142.95	\$0.00	\$7,075.00	\$0.00	\$0.00	\$80.00

SOCCER COMPLEX

Total Income \$5,076.25

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	Split % w/	Miscellane
TOTALS	\$643.50	\$2,250.00	\$472.75	\$5,076.25	\$1,013.75	\$0.00	\$1,710.00	\$1,000.00	\$0.00	\$1,250.00

FAMILY AQUATIC CENTER

Total Income \$0.00

Total Concession Income \$0.00

	CASH	CHECK	CREDIT	FAC TOTAL	FAC Admissions	FAC Programs	Swim Team Fees	FAC Attendance		CASH	CHECK	CREDIT	FAC Concessions	TOTAL
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PARKS

Total Income \$400.00

	CASH	CHECK	CREDIT	TOTAL	Park Income	Levitt Rentals	Miscellaneous	Notes
TOTALS	\$0.00	\$200.00	\$200.00	\$400.00	\$0.00	\$400.00	\$0.00	

FACILITY USAGE BY YPR LEAGUES AND PUBLIC RESERVATIONS

Auditorium	75	Miller Park Fields	1	Park Tennis Courts	0
Community Center	65	Levitt Field	32	Ballpark Complex Fields	34
Family Aquatic Center	0	Levitt Batting Cage	14	Ballpark Complex Batting Cages	10
Soccer Complex Fields	114	Park Shelters	1	Park Volleyball Courts	0

SUPPLY WORKS ORDERS BY DEPARTMENT

Water Department	\$57.44	Auditorium	\$533.06	City Shop	\$0.00
City Offices	\$0.00	Ballpark Complex	\$107.58	Soccer Complex	\$149.03
Police Dept	\$0.00	Airport	\$0.00	Parks	\$0.00
Fire Dept	\$148.36	FAC	\$0.00		
Community Center	\$167.81	Library	\$203.24		
Total					\$2,079.57

NOTE: All Total Income figures are unofficial calculations.



October Department Report

Number of Events: 26

- Events on 23 of 31 days

Number of Guest: 3,870

Types of Events: Church Service/Gathering, Conferences, Meetings, Trainings, Weddings

Highlights of the Month

October is always a busy month with numerous annual events. The Annual Czech Festival was once again a big success with lots in attendance. The Cornhusker Highland Classic banquet brought guests from across the country in to town once again. The Jehovah Witnesses have been a great client for years and held their Fall Assembly with us in early October with over 1000 people in attendance. We also hosted numerous conferences, small meetings, a hair continuing education course, two weddings and UNL held their 2nd Annual Connecting the Dots event for area youth. A fun and busy month leading into "Fundraising Season" in the month of November.

The official RFP has gone out for the replacement of our lobby screen, with bids due on November 13th. Looking forward to getting that replaced as soon as possible. We have begun to replace the landscaping mulch with rock as time and weather allows. We are planning to get the next phase of repainting scheduled in the next month or so. This would include the ballroom, lobby and meeting room J&K.

**Terri Carlson | Director
Holthus Convention Center**





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

York Fire Department

October of 2024 Monthly Report

The York Fire Department responded to 159 calls for service during the month of October. 14 of these calls were fire calls. The majority of these were outside or field fires. We had one that could have been very serious but for the work of our crews. Of course, it had been dry for a while and a south wind was blowing at 25+ mph. A farmer was combining corn south of his home place when the chopper on the back of the combine started the corn stalks on fire. The fire quickly spread and took off towards the home place. Our Volunteer Chief lives close by and was able to get the elderly lady out of the house as the smoke was getting thick and we were not sure we could keep the fire from getting into the farmstead. Our grass rig and a couple of farmers showed up with disks and were able to take care of the field while a York Fire Engine and tankers were assigned to protect the farmstead. Mutual aid was called from Bradshaw and Benedict VFD. Who were put to work in the field and along the fence line. The fire got into the tree line and the chick coop on the farmstead but we were able to get it controlled without serious loss to the farmstead. I was very proud of our crews that day. The rest of the fire calls for the month were automatic fire alarms.

We did 44 transfers for the month of October. This is a record. Normally we average not quite one a day. We had 101 911 – EMS calls for the month. We had 10 instances where we had 2 units out at the same time, 2 times where we had 3 units out, and 1 instance where we had 4 units out at separate incidents. All in all a very busy month.

We took delivery of the new Squad 11 which was an Osage box on a 2024 Ford 550 chassis on the first of October. On the 10th of October, the fire chief attended the local LEPC meeting that was held in the basement of the Courthouse. On the 11th and 25th we did standby EMS duty for the YHS home football games. October 17th, we taught a fire extinguisher class for Cyclonaire. There were 60 students. On the 24th the Fire Chief gave a fire extinguisher class for Collins Aerospace. There were 20 students. While the majority of us were burning a house on the 26th 2 of our volunteer firefighters at Tractor Supply for their hometown hero's program. On the 29th the Fire Chief attended the East Central Traffic Incident Management meeting which took place at the York County Courthouse. Then on the 24th, the Fire Chief taught a fire extinguisher class for Bayer, the class had 60 students. On Halloween FF Rafert did a presentation at the YMS farm safety day. Unfortunately, the Nebraska Fire Marshal's Safety Trailer canceled on us twice during this month, and so we did not have a program for our 3rd graders like we have had in the past. We did have 8 fire safety presentations, either tours or we went to them with approximately 75 people getting a fire service message this October.

Training for the month centered on the "Library House". We spent some time closing the windows and covering the floors and walls to make sure we could contain the fire to the room we were burning in. We also stocked the burn rooms with pallets for fuel in those rooms. We did live fire training on October 26th. We hosted 3 new firefighters from McCool, 3 firefighters from Waco, and we had a good turnout of

our newer members. We went through hose advancement, use of SCBA, ventilation, cooling strategies, and rehab. It was a good training event. Our 2 medic students continued their studies. Our 4 volunteer EMT students are continuing their studies. Captain Quick, FF Slocum, and myself attended an EMS instructor workshop in GI on the 19th. We also had a great vehicle extrication class taught by one of our vendor's representatives. We learned some new ways of taking a hood off. Doing some dash rolls. We had 467 hours of training for the month of October.

Respectfully submitted,

A handwritten signature in cursive script that reads "Anthony Bestwick". The signature is written in black ink and is positioned below the typed name.

Anthony Bestwick
York Fire Chief

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

1. Both the Elmer Baker Display Case and the Kent Bedient Gallery are waiting for new displays. If you, or anyone you know, has a collection they are willing to share let us know at the library!
2. Our new after school program, Wildcard Wednesday, started off with a bang! There were 25 children who stopped in to enjoy a snack, take on a Lego challenge, and enjoy friends in a fun environment. Staff are excited for the next meeting on November 13.
3. Two library staff setup a station at the community Halloween event, Treats on the Trail. With the support of the Friends of the Library 300 new books were distributed for personal home library collections.
4. The process of moving library collections to new roomier spaces in the library continues. This ongoing process is our solution to some collections becoming so full we could no longer add new books in those areas.
5. The library has expanded its relationship with disability services in York on Monday and Friday mornings three different volunteers come and help library staff prepare to open the library. They empty the book drop, check in the items, put newspapers out on display, and clean in the Early Childhood Discovery Center. One other volunteer comes in once a week to scan donated books for the Friends of the Library.
6. Kilgore Library has partnered with the York County Community Coalition (YC3) to be a location for community members to drop off new coats during November, to be used for families served by the coalition.
7. The new library website is live and plans to add content are underway.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	March 2025	April 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Year to Date
Added to Physical Collections	259												259
Added to E-Book Collections	449												449
Physical item circulation	5,646												5,646
E-books Circulations	2,074												2,074
New Patrons	159												159
Public Computer logins	771												771
Door Count	3,907												3,907
Website visits	838												838
Meeting Room Use	1,442												1,442

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	59,738	5,239	3,000

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

POLICE DEPARTMENT MONTH END REPORT

October 2024

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

Accidents calls in total	22
Cases	12
CFS only	10
Property damage accidents	16
Hit & run accidents	4
Personal injury accidents (persons injured – 2)	2
Fatality accidents	0
Number of vehicles involved in accidents	41
 Total Mileage patrolled	 10,923
(800- N/A : 801 – 724; 802 – 865; 803 – 1708; 804 – 1374; 805 -- 1590 ; 806 – 529; 808-- 2910; 809- 1223)	
 Total Calls for Service (CFS)	 916
 Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health)	
T-Citations – 30; P-Citations – ;	
T-Warnings – 34; P-Warnings -28; A-Warnings – 19; H-Warnings – 0;	
P-Non-moving Violation-- 10; Defects— 1; H-Notifications --11;	
Verbal Warnings (all) --180;	
 Health/Vegetation CFS	 12
Animal/dog bite CFS	62
Parking related CFS	55
Extra/Special Services	41
School checks	17
Welfare Checks/Mental	33
Alarms (Business/Residential)	11
Traffic related CFS	275
Juvenile involved CFS	20
HHS-Adult Protective Services	5
Assaults/Sexual Assaults reports/investigated	7
Disturbance/Disorderly Conduct CFS	29
Vandalism/Property Damage (Criminal Mischief) reported/investigated	9
Larceny(all thefts of any kind) Forgery/Fraud	16
Criminal Offenses (Cases Made)	55
-Citations in lieu of Arrest	14
-Arrests	15

Board of Public Works
October 15, 2024 4:00 PM
City Council Chambers

Attendance taken at 4:00 P.M.

Present Board Members:

Kenny Ekeler
Carlos Campos

Absent:

Matt Leif
Carston Staehr
Sheldon Sandall

Also Present:

James Paul, Director of Public Works

The Board of Public works did not meet in October due to lack of quorum.



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

October — 2024

STREET DEPARTMENT

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

Street	34	Airport	0	Park	21	Fire	4
Police	7	Landfill	0	Wastewater	28	Water	3

The street sweeper operated 47 hours in October, during which time 156 miles were swept and 35 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	61
Shop cleaning	19
Plant wages	13
Building maintenance	30
System maintenance	5
Property maintenance	8
Snow removal	43
Mowing/weed control	62
Tree/shrub maintenance	11
Sidewalk repair	0
Right-of-way maintenance	117
Gravel street/alley maintenance	0
Paved surface maintenance	429
Storm sewer repair	0
Lane & curb painting	15
Traffic signing/signal installation/repair	17
Trash removal	36
TOTAL	866

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Property maintenance	34
Mowing/weed control	86
Tree/shrub maintenance	69
Ball field maintenance	143
Playground equipment maintenance	2
Trash removal	33
Custodial	64
Building maintenance	10
Paved surface maintenance	145
TOTAL	586

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
Building maintenance	2
System maintenance	0
Property maintenance	14
Mowing/weed control	10
TOTAL	26

AUDITORIUM

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	0
Building maintenance	0
Property maintenance	4
Mowing/weed control	2
TOTAL	6

WASTEWATER TREATMENT PLANT

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

	Last Month	2024	2023	Units
Total flow	27,917,658	28,862,975	28,914,285	gallons
Average flow/day	930,589	931,063	932,718	gallons
Average flow/person	116.32	116.38	116.59	gallons
Grit and screenings to landfill	134.80	1568.88	93.53	tons
Bio solids wasted	1.167032	0.917476	1.15572	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	181
Building maintenance	33
Sewer system maintenance	87
Property maintenance	116
One-call locates	21
Laboratory testing	86
Equipment maintenance	153
Sludge removal	8
Custodial	1
Utility repairs	14
TOTAL	700

WATER DEPARTMENT

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

	Last Month	2024	2023	Unit
Total water pumped	58,329,000	51,583,000	37,803,000	gallons
Total water billed	37,095,398	68,024,408	69,541,088	gallons
Average use per day	1,881,581	1,663,968	1,219,452	gallons
Average use per person	235	208	152	gallons
Total electricity used	97,252	82,186	51,439	kW
Pumps yield	600	628	735	gallons/kW
Peak pumping date	16 th	8 th	2 nd	
Peak amount	2,580,000	2,681,000	2,436,000	gallons

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

	2024	2023
Water bills	1880	1867
Sewer bills	1796	1784
New taps	0	0
Service leaks	0	0
Main leaks	0	0
Diggers Hotline calls	194	266

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	39
Distribution maintenance	252
Property maintenance	22
One-call locates	21
Meter reading	26
Final notice collection	4
Meter maintenance	0
Pump/well maintenance	3
General maintenance	8
Mow/weed control	1
Paved surface maintenance	8
Utility repairs	2
New main install	168
TOTAL	554

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2024		2023	
	Trips	Tons	Trips	Tons
Landfill	986	3892.73	687	2282.93
C & D	182	415.12	307	577.04
Transfer Station	68	34.34	258	94.27
Brush Pile	118	82.92	143	51.88
Tire Pile	0	0.00	1	0.00
Metal Roll-off	0	0.00	0	0.00
Total	1354	4425.11	1396	3006.12

Revenue collected during October totaled \$220,268.00. The same period last year totaled \$192,621.50.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	171
Landfill Equipment	565
Wind screen & litter control	0
Recycling Act	0
General maintenance	8
TOTAL	744

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	28
Building maintenance	0
Mowing/weed control	0
TOTAL	28

LIBRARY

Public Works personnel performed the following activities:

Job	Hours
Building maintenance	7
Property maintenance	8
Mowing/weed control	1
TOTAL	16

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	866	25	5.4
Parks/Com Center/Aud/FAC	618	18	3.9
Landfill	744	21	4.7
Wastewater	700	20	4.4
Water	554	16	3.5
Airport	28	0	0.2
Library	16	0	0.1
TOTAL	3526	100	22.2

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2024	2023	Permits Issued:	2024	2023
Building	84	73	Building	17	42
Electrical	57	28	Electrical	4	3
Plumbing	18	13	Plumbing	0	3
Mechanical	16	7	Mechanical	4	4
Nuisance	3	0	Curb/Street	6	0
Total	178	121	Total	31	52

Seventeen (17) permits were issued in October for a value of \$334,250.00, which brings the total for the year to \$52,043,079.76. (See attached.)

Permits of note issued:

- NE Door & Window Warehouse Addition \$200,000.0

BOARD OF PUBLIC WORKS

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

Building Permits issued in October 2024

04-Nov-24

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
101945 Robert Jeppesen	1504 N Florida Ave		2 egress windows	10,000.00
101641 Diane Torson	1331 N Pennsylvania Ave		Reside	14,800.00
101662 Brad Philipp	1324 East Lawn Plaza		New patio & roof	22,000.00
101667 Tracey Wyatt	635 E 8th St		Reroof	6,000.00
101669 Larry Deal	320 W 9th St		Reroof	10,000.00
101672 Linda Buller	934 W Nobes Rd		Reroof	5,000.00
101950 Terra Barajas	1724 N Platte Ave		Reroof	6,000.00
101674 Michael/Kathleen Murphy	619 N Blackburn Ave		Fence	4,000.00
101693 Shaina Schulz	415 East Ave		Fence	1,750.00
101678 Allan Heng	937 Valley View Ct		Deck	3,000.00
101685 Tony & Jodi Thoman	137 Beech Ave		Privacy fence, bay window, deck	14,000.00
101947 Bobby Volkmer	1220 N Kiplinger Ave		Reroof	5,500.00
101702 Logan Meisinger	826 S Cowan Ave		Egress window	3,500.00
101717 Jeff Brown	1806 E 14th St		Reside, bathroom remodel	1,200.00
101736 Brandon Skelton	1901 S Lincoln Ave		Reroof, gutters, soffit	19,500.00
101790 Ronald Blum	1403 N Ohio Ave		Reroof, gutters	8,000.00
101704 Nebraska Door & Window	927 N Grant Ave		Warehouse addition	200,000.00

\$334,250.00

Permits Issued: 17

CITY OF YORK
CASH BALANCES
for the Month of September 2024 - PRELIMINARY as of 11/7/2024

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	\$1,419,318.60	\$10,417,511.59	\$942,320.26	\$11,424,767.28	\$3,468,263.20
	American Rescue Plan Act	\$419,423.09	\$0.00	\$0.00	\$17,456.44	\$398,489.03	\$20,934.06
10-102	Auditorium	\$0.00	\$15,618.00	\$197,378.34	\$22,139.78	\$172,635.17	\$24,743.17
10-103	Park	\$0.00	\$57,763.54	\$774,545.08	\$70,618.97	\$653,866.53	\$120,678.55
10-104	Police	\$49,856.00	\$247,205.79	\$2,998,395.00	\$207,132.33	\$2,915,630.79	\$132,620.21
10-105	Community Center	\$0.00	\$72,843.36	\$788,549.42	\$31,986.52	\$632,904.27	\$155,645.15
10-106	Aquatic Center	\$0.00	\$25,251.25	\$386,785.65	\$18,611.29	\$374,620.55	\$12,165.10
10-110	Senior Center	\$0.00	\$1,886.83	\$22,641.96	\$2,702.66	\$14,800.59	\$7,841.37
10-201	Convention Center	\$0.00	\$61,355.26	\$737,268.83	\$122,094.28	\$612,115.07	\$125,153.76
10-111	Ball Field	\$0.00	\$36,404.16	\$623,319.20	\$40,354.22	\$613,347.69	\$9,971.51
10-112	Museum	\$0.00	\$6,569.75	\$90,637.00	\$13,411.56	\$90,430.20	\$206.80
10-113	Soccer Complex	\$0.00	\$44,495.64	\$173,688.25	\$24,835.91	\$151,643.31	\$22,044.94
13	User Fees	\$24,325.51	\$0.00	\$7,490.00	\$0.00	\$6,227.66	\$25,587.85
22	Ambulance	\$50,315.45	\$163,552.33	\$2,076,503.55	\$167,432.57	\$1,922,721.77	\$204,097.23
22	Fire	\$0.00	\$122,353.34	\$712,045.58	\$71,397.44	\$641,963.01	\$70,082.57
23	Capital Projects Sinking	\$430,849.92	\$0.00	\$0.00	\$0.00	\$430,849.92	\$0.00
24	Library	\$0.00	\$64,211.07	\$790,786.13	\$74,781.67	\$748,880.56	\$41,905.57
14-000	General Capital-Non-Dept.	\$9,310.62	\$0.00	\$220,625.40	\$23,566.42	\$170,736.94	\$59,199.08
14-146	General Capital - Parks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-147	General Capital - Ballpark	\$0.00	\$212.14	\$335,143.25	(\$2,003.75)	\$276,324.42	\$58,818.83
14-148	General Capital - Soccer	\$0.00	\$18.29	\$114,646.01	\$0.00	\$109,574.57	\$5,071.44
14-149	General Capital - Levitt	\$0.00	\$450.51	\$3,037,000.73	\$75,288.50	\$2,982,735.05	\$54,265.68
14-221	General Cap - Ambulance	\$0.00	\$7,538.54	\$2,703,018.94	\$137,371.51	\$654,368.62	\$2,048,650.32
14-222	General Capital - Fire	\$0.00	\$7,538.54	\$2,703,018.95	\$137,371.51	\$654,368.56	\$2,048,650.39
General Balances		\$5,459,599.48	\$2,354,586.94	\$29,910,998.86	\$2,198,870.08	\$26,654,001.56	\$8,716,596.78
11	Keno	\$1,769.47	\$9.95	\$88.69	\$0.00	\$100.00	\$1,758.16
20	Aviation	\$387,357.30	\$49,680.12	\$379,679.85	\$105,591.85	\$540,395.17	\$226,641.98
31	Fire Pension	\$0.00	\$17,882.74	\$217,845.20	\$17,886.26	\$198,480.61	\$19,364.59
30	Police Pension	\$0.00	\$8,602.80	\$106,416.83	\$8,427.85	\$106,430.70	(\$13.87)
32	911 Surcharge	\$45,981.20	\$100.33	\$5,129.77	\$0.00	\$33,370.62	\$17,740.35
33	Health Insurance	\$1,447,364.32	\$164,128.53	\$1,821,808.18	\$105,601.98	\$1,560,763.72	\$1,708,408.78
Total Tax Funds		\$7,342,071.77	\$2,594,991.41	\$32,441,967.38	\$2,436,378.02	\$29,093,542.38	\$10,690,496.77
50	Street	\$3,585,719.97	\$283,477.54	\$3,364,791.04	\$160,698.58	\$2,205,550.00	\$4,744,961.01
70	Landfill-Cash & Invest	\$3,081,675.95	\$224,144.72	\$2,367,078.65	\$138,106.38	\$1,645,966.29	\$3,802,788.31
	Landfill-Operations	\$112,807.75	\$98,654.92	\$1,221,974.61	\$98,654.92	\$1,221,974.61	\$112,807.75
	Landfill-Debt Service	\$186,690.00	\$39,451.46	\$423,991.68	\$0.00	\$324,278.75	\$286,402.93
78	Old Landfill Closure	\$12,452.10	\$172.07	\$649.23	\$0.00	\$0.00	\$13,101.33
79	Landfill Post Closure	\$2,774,357.38	\$42,062.20	\$428,257.91	\$0.00	\$0.00	\$3,202,615.29
	C&D Site Closure/Post Closure	\$216,894.57	\$3,318.63	\$35,740.37	\$0.00	\$0.00	\$252,634.94
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	\$ 691,281.54	\$ 7,842,483.49	\$ 397,459.88	\$ 5,397,769.65	\$ 12,304,732.28
12	CDBG Revolving Loan	\$176,083.31	\$18.42	\$521.60	\$0.00	\$86,684.26	\$89,920.65
12	Housing Grant - Federal Func	\$67,223.15	\$49.51	\$117,643.85	\$0.00	\$61,649.61	\$123,217.39
12	Buy Rehab Sell	\$166,047.84	\$35.75	\$5,968.18	\$0.00	\$3,593.85	\$168,422.17
18	Creative District	\$0.00	\$3,118.66	\$15,475.03	\$10,488.45	\$15,238.45	\$236.58
60	Federal Proj (Blackburn Br))	(\$7,179.54)	(\$807.09)	\$234,153.79	\$13,860.73	\$291,631.15	(\$64,656.90)
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	\$0.00	\$1,922,972.32	(\$88,893.06)
19-192	Land Acq - Indust. Park	\$2,148,085.33	\$3,890.57	\$60,951.82	(\$1,101.46)	\$2,001,614.34	\$207,422.81
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	\$87,964.29	\$1,043,943.27	\$0.00	\$1,069,693.75	\$743,267.09
40	Total TIF Funds	\$423,287.18	\$56,567.95	\$166,457.48	\$54,021.66	\$139,506.18	\$450,238.48
Total Misc. Funds		\$ 5,471,192.34	\$ 150,838.06	\$ 1,825,115.02	\$ 77,269.38	\$ 5,592,583.91	\$ 1,703,723.45
Total All Funds		\$ 22,673,282.55	\$ 3,437,111.01	\$ 42,109,565.89	\$ 2,911,107.28	\$ 40,083,895.94	\$ 24,698,952.50

LB 357 Cash Available	(from Page 2)	\$2,403,527.99
Wastewater Cash Available	(from Page 3)	\$5,083,056.72
Water Cash Available	(from Page 3)	\$9,802,849.62
		\$ 41,988,386.83

City of York
LB 357 Funds Summary

	31-Aug-24	30-Sep-24
LB 357 Funds Allocation		
Cash Balance	\$17,195,697.22	\$17,298,955.21
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)	(\$9,875,833.19)
City-Owned Properties	(\$2,318,834.72)	(\$2,406,834.72)
Total Cash Available	\$2,324,843.28	\$2,403,527.99
Less Restricted Funds		
Debt Service	(\$933,825.99)	(\$1,038,897.50)
Debt Service Reserve	\$0.00	\$0.00
Total LB 357 Funds	\$1,391,017.29	\$1,364,630.49

City of York Public Works Summary

	31-Aug-24	30-Sep-24
Wastewater		
Cash Balance	\$4,829,535.29	\$5,083,056.72
Less: Construction Fund	\$0.00	\$0.00
Total Cash Available	\$4,829,535.29	\$5,083,056.72
Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$243,878.52)	(\$365,817.76)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
Total Unrestricted Funds	\$4,585,656.77	\$4,717,238.96
 Water		
Cash Balance	\$8,958,141.43	\$8,899,542.85
Less: Construction Fund	(\$319,138.04)	(\$319,138.04)
Add: Farm Management Acct	\$1,222,396.21	\$1,222,444.81
Total Cash Available	\$9,861,399.60	\$9,802,849.62
Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$119,850.59)	(\$179,775.87)
Debt Service Reserve	(\$266,500.00)	(\$266,500.00)
Total Unrestricted Funds	\$9,475,049.01	\$9,356,573.75

City of York

for the Month of September 2024 - PRELIMINARY as of 11/7/2024

Auditors Grouping	Total Amount	Restricted or Assigned	Unrestricted	Notes
10 General:				
General	\$3,468,263.20	30,404.33	\$3,437,858.87	Restricted - YCF (Parks, Police) & Police Memorial Fund
ARP Act \$	\$20,934.06	\$20,934.06	\$0.00	Restricted grant money
Senior Center	\$7,841.37		\$7,841.37	
Police	\$132,620.21	\$49,856.00	\$82,764.21	Restricted - Federal equitable sharing money
Community Center	\$155,645.15		\$155,645.15	
Park	\$120,678.55	\$51,100.00	\$69,578.55	Mincks Park splash pad donations & grants
Auditorium	\$24,743.17		\$24,743.17	
Convention Center	\$125,153.76		\$125,153.76	
Aquatic Center	\$12,165.10		\$12,165.10	
Ball Park	\$9,971.51		\$9,971.51	
Museum	\$206.80		\$206.80	
Soccer Complex	\$22,044.94		\$22,044.94	
Total	\$4,100,267.82	\$152,294.39	\$3,947,973.43	
13 User Fees	\$25,587.85		\$25,587.85	
14 General Capital Projects	\$4,274,655.74	\$4,274,655.74		Hail claims, bonded projects - Fire Station & Parks
22 Fire/EMS	\$274,179.80	\$42,917.30	\$231,262.50	Restricted - York Community Foundation
24 Library	\$41,905.57		\$41,905.57	
30 Police Pension	(\$13.87)		(\$13.87)	
31 Fire Pension	\$19,364.59		\$19,364.59	
Total General	\$8,735,947.50	\$4,469,867.43	\$4,266,080.07	
50 Street	\$4,744,961.01	\$4,744,961.01		
20 Aviation	\$226,641.98	\$226,641.98		
16 Debt Service	\$743,267.09	\$743,267.09		
15 LB 357	\$2,403,527.99	\$2,403,527.99		
23 Capital Projects Sinking	\$0.00	\$0.00		
60 Capital Projects	(\$167,924.64)	(\$167,924.64)		
12 CDBG	\$381,560.21	\$381,560.21		
18 Creative District	\$236.58	\$236.58		
11 Keno	\$1,758.16	\$1,758.16		
19 Sinking	\$296,345.73	\$296,345.73		
32 E911	\$17,740.35	\$17,740.35		
40 TIF	\$450,238.48	\$450,238.48		
Total Governmental	\$17,834,300.44	\$13,568,220.37	\$4,266,080.07	
70 Landfill:				
Landfill	\$3,802,788.31		\$3,802,788.31	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$286,402.93	\$286,402.93		Bond Requirements
Old Landfill Closure	\$13,101.33	\$13,101.33		
Landfill Closure/Post	\$3,202,615.29	\$3,202,615.29		
C&D Site Closure/Post	\$252,634.94	\$252,634.94		
Construction	(\$110,579.28)		(\$110,579.28)	
Total Landfill	\$7,559,771.27	\$3,867,562.24	\$3,692,209.03	
80 Wastewater	\$5,083,056.72	\$365,817.76	\$4,717,238.96	Bond Requirements
90 Water	\$9,802,849.62	\$446,275.87	\$9,356,573.75	Bond Requirements
Total Enterprise	\$22,445,677.61	\$4,679,655.87	\$17,766,021.74	
33 Heath Insurance	\$1,708,408.78	\$1,708,408.78		Assigned for insurance claims needs
Total City	\$41,988,386.83	\$19,956,285.02	\$22,032,101.81	

SDL - LOCAL RECOMMENDATION

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

080196

GERALD WILKINSON DBA JWS CATERING

License #

Licensee Name/Non-Profit Organization

Event location name: **BEST WESTERN HOTEL BALLROOM**

Event address/location: **4619 S LINCOLN AVE YORK NE**

Event Type: **RECEPTION**

Event date(s): **12/14/24**

Event start time(s): **6 pm**

Event end time(s): **11 pm**

Indoor area to be licensed in length & width: **45** X **75**

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

Estimated number of attendees: **100**

Alternate dates/times: **NA**

Alternate location name/location: **NA**

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: **GERALD WILKINSON** Event contact phone number: **4023634087**

Event contact Email: **wilkinsonjw@yahoo.com**

*Signature Authorized Representative: 

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

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

124510 License # Chances R Inc. Licensee Name/Non-Profit Organization

Event location name: Kirtsey's Clothing & Gift Boutique

Event address/location: 723 N. Lincoln Ave York, NE 68467

Event Type: Open House with wine tasting and bottles of wine for sale

Event date(s): 12-18-24

Event start time(s): 3:00pm

Event end time(s): 8:00pm

Indoor area to be licensed in length & width: 70 X 120

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

Estimated number of attendees: 50-75

Alternate dates/times: NA

Alternate location name/location: NA

Type of alcohol to be served: Beer _____ Wine X Distilled Spirits _____

Event contact name: Renee Jantz Event contact phone number: (402) 366-7922

Event contact Email: casey@chancesryork.com

*Signature Authorized Representative: Casey Erdkamp

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

REPLAT of West 56' Lot 1 and 2 AND Lot 3, Block 8, Hillside Addition to the City of York, Nebraska.

BEING A Replat of the West Fifty-six (W 56) feet of Lots One (1) and (2) AND Lot Three (3), all in Block Eight (8), Hillside Addition to the City of York, Nebraska, , York County, Nebraska.

York County, Nebraska

GENERAL NOTES

1. RTK-GNSS USING BASE-ROVER SETUP COLLECTED DATA FOR THIS MAP
2. GEOID: GRS 1980, PROJECTION: LAMBERT_CONFORMAL_CONIC_2SP
3. THE BASIS FOR BEARING OF THIS SURVEY IS THE STATE PLANE GROUND COORDINATE BEARING (NAD 83) BEING THE NORTH LINE OF THE WEST 56' OF LOT ONE, BLOCK EIGHT OF HILLSIDE ADDITION TO THE CITY OF YORK, NEBRASKA, HEREIN SHOWN, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01 TOWNSHIP 10 NORTH RANGE 03 WEST OF THE SIXTH PRINCIPAL MERIDIAN, YORK COUNTY, NEBRASKA
4. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE REPORT.
5. PLATTED STREET WIDTHS ARE ALL 60 FEET.

DOCUMENTS OF INTEREST:
 UTILITY EASEMENT - BOOK 23 MISC, PAGE 298
 QCD - BOOK 137, PAGE 510
 WD - BOOK 128, PAGE 128
 SURVEY - SSO 195-258
 SURVEY - 1971
 SURVEY - SSO 338-180
 SURVEY - SSO 1385-104
 SURVEY - 2002
 SURVEY - SSO 432-222
 PLAT - HILLSIDE ADDITION TO YORK

Legend

- Found Monument
- Set 5/8"x24" Capped Rebar
- X Set 60D Spike
- M - Measured
- P - Hillside Addition Plat
- G - Gerrard, 1996
- GG - Gerrard, 2002

DEED OF DEDICATION

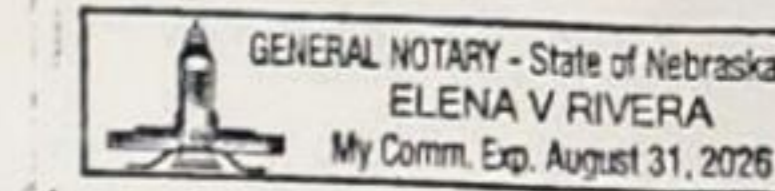
KNOW ALL MEN BY THESE PRESENTS: THAT WE, NICHOLAS J. ZIEMBA AND CRAIG SAXON, OWNERS, AND FIRST NATIONAL BANK OF OMAHA, LENDER, OF THE LAND DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS THE REPLAT OF THE WEST 56 FEET OF LOTS 1 AND 2 AND LOT 3, BLOCK 8 OF HILLSIDE ADDITION TO THE CITY OF YORK, YORK COUNTY NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND THAT THE FOREGOING REPLAT IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION THEREON AS APPEARS ON THIS PLAT AND IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND LENDER.

In witness whereof, we have affixed our signatures hereto at this 24 day of October, 2024.
 Nicholas J. Ziemba
 NICHOLAS J. ZIEMBA

Craig Saxon
 Miranda Nightengale
 FIRST NATIONAL BANK OF OMAHA REPRESENTATIVE
 Miranda Nightengale
 (PRINT NAME)

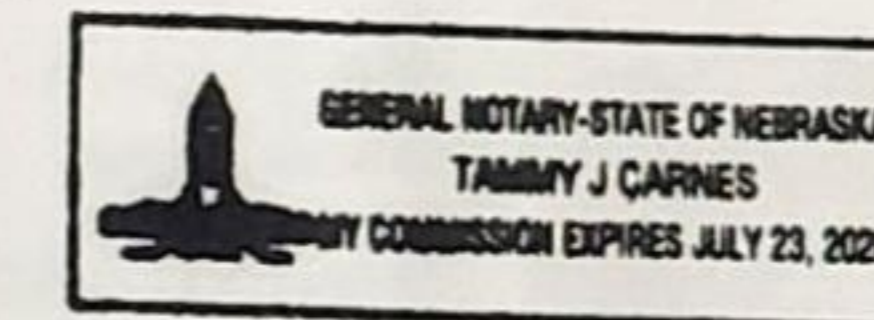
ACKNOWLEDGMENT

State of Nebraska
 County of York
 On this 24 Day of October, 2024 A.D., before me a Notary Public in and for said county, personally appeared the Owner, Nicholas Ziemba being personally known to me to be the identical person(s) whose names is/are affixed to the dedication of this plat and he/she/they acknowledge the execution thereof to be his/her/their voluntary deed.
 Elena V. Rivera Notary Public
 My Commission Expires on the 31 Day of August 2026 A.D.



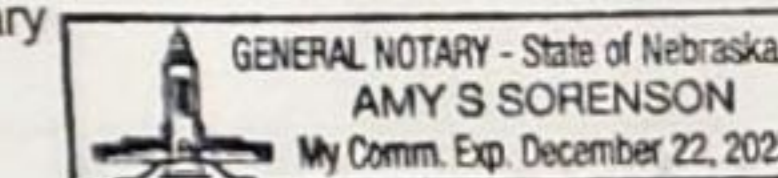
ACKNOWLEDGMENT

State of Nebraska
 County of York
 On this 24 Day of October, 2024 A.D., before me a Notary Public in and for said county, personally appeared the Owner, Craig Saxon being personally known to me to be the identical person(s) whose names is/are affixed to the dedication of this plat and he/she/they acknowledge the execution thereof to be his/her/their voluntary deed.
 Tammy J. Carnes Notary Public
 My Commission Expires on the 23rd Day of July 2028 A.D.



ACKNOWLEDGMENT

State of Nebraska
 County of York
 On this 20th Day of October, 2024 A.D., before me a Notary Public in and for said county, personally appeared the LENDER, Miranda Nightengale being personally known to me to be the identical person(s) whose names is/are affixed to the dedication of this plat and he/she/they acknowledge the execution thereof to be his/her/their voluntary deed.
 Amy S. Sorenson Notary Public
 My Commission Expires on the 22nd Day of December 2025 A.D.



ACCEPTANCE BY YORK COUNTY REGISTER OF DEEDS
 REPLAT OF THE WEST 56 FEET OF LOTS 1 AND 2 AND LOT 3, BLOCK 8 OF HILLSIDE ADDITION, CITY OF YORK, NEBRASKA, was recorded on this _____ Day of _____, 2024 A.D.

York County Register of Deeds

YORK COUNTY TREASURER'S CERTIFICATIONS This is to certify that I find no regular or special taxes due or delinquent against the property described in the Legal Description and embraced in this plat as shown by the records of this office.
 Michelle Heigler Deputy York County Treasurer Date 10/24/24



APPROVAL OF THE PUBLIC WORKS DIRECTOR: This REPLAT OF THE WEST 56 FEET OF LOTS 1 AND 2 AND LOT 3, BLOCK 8 OF HILLSIDE ADDITION, located in the City of York, York County Nebraska, was approved by THE DIRECTOR OF PUBLIC WORKS, of the City of York, York County, Nebraska on this _____ Day of _____, 2024 A.D.

Director

APPROVAL OF THE CITY PLANNING COMMISSION: This REPLAT OF THE WEST 56 FEET OF LOTS 1 AND 2 AND LOT 3, BLOCK 8 OF HILLSIDE ADDITION, located in the City of York, York County Nebraska, was approved by THE CITY PLANNING COMMISSION of the City of York, York County, Nebraska on this 12th Day of November, 2024 A.D.

Kathleen J. Stephens Chairperson

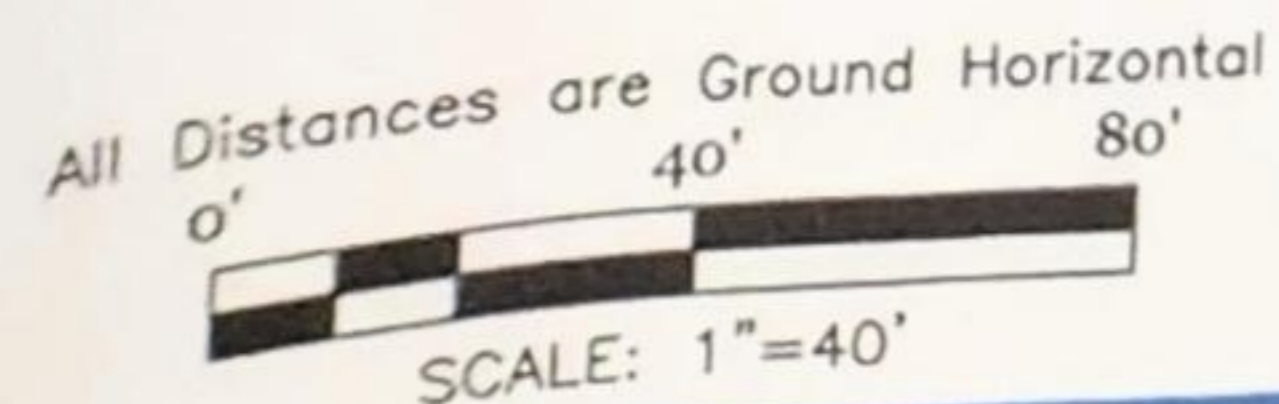
CITY COUNCIL ACCEPTANCE: This REPLAT OF THE WEST 56 FEET OF LOTS 1 AND 2 AND LOT 3, BLOCK 8 OF HILLSIDE ADDITION located in the City of York, York County Nebraska, was approved by this City Council of the City of York, Nebraska on this _____ Day of _____, 2024 A.D.

(City of York Seal) City Clerk
 Mayor

LAND SERVICES, LLC 302 ROAD 3, HENDERSON, NE 68378 (402) 723-5244 ©

Northwest Corner Lot 2 of Replat:
 A Concrete slab is located as drawn at the northwest corner of Replat Lot 2. The owners desired to reconfigure the lots involved in order to allow ownership of the concrete slab to be held by the owner of Lot 3, original plat. The owners desired to move the south 1.50 feet of the West 56 feet of Lots 1 and 2, Block 8, Hillside Addition (original plat) into the ownership of Lot 3, Block 8, Hillside Addition (original plat).
 A concentrated grouping of underground utilities is located at this location. The northwest corner of Lot 3, Block 8 Hillside Addition (original plat) is located on the existing concrete slab. This corner was not set. The new northwest corner of Replat Lot 2 is marked by a 60D spike, driven into the existing rock bed surrounding this concentration.

** Southeast corner Replat Lot 1
 Existing board fences prohibited the establishment of this corner monument. The rebar shown on the plat is a witness to this position, being 1.50 south on line from the north. This rebar also holds the north/south position of the north line of Replat Lot 2.



BLOCK 7

Pipe (4) 0.6

Pipe (4) 0.6

Pipe (4) 0.6

Pipe (4) 0.6

COWAN AVENUE

WALNUT STREET

LOT 4, BLOCK 3

Rebar

60.00'M
 N01°44'19"W

N89°17'47"E, 129.79', 130.0'P

60.00'M

N89°17'47"E

BLOCK 9

KINGSLEY AVENUE

N

ELM STREET

(ASSUMED BEARING)
 N89°17'47"E, 129.79', 130.0'P

Rebar (56.00') (73.79')

N01°55'17"W, 98.36'

N01°55'17"W, 99.86'

N01°49'45"W, 98.41'

56.17'

S89°14'11"W

73.63'

N89°14'11"E

Rebar (49.89')

N89°12'24"E

Rebar 129.82'M, 130.0'P

N01°49'45"W, 51.46'

N01°49'45"W, 98.41'

130'(P)

130'(P)

130'(P)

130'(P)

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Irregular Tract 34, 2-10-3W

York County, Nebraska

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, RODGER L. AND VICKY KOPCHO, HUSBAND AND WIFE AND KOPCHO FARMS, LLC, OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS IRREGULAR TRACT 34, 2-10-3W, YORK COUNTY NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND THAT THE FOREGOING SUBDIVISION IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION THEREON AS APPEARS ON THIS PLAT AND IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS.

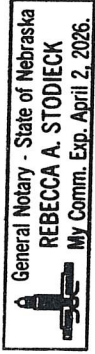
In witness whereof, we have affixed our signatures hereto at York, NE this 8th day of October, 2024.

Rodger L. Kopcho
RODGER L. KOPCHO
Paul L. Kopcho
REPRESENTATIVE FOR KOPCHO FARMS, LLC
Vicky Kopcho
VICKY KOPCHO
Paul L. Kopcho
(PRINT NAME)

ACKNOWLEDGMENT

State of Nebraska)
County of York)
On this 8th Day of October, 2024 A.D., before me a Notary Public in and for said county, personally appeared RODGER L. AND VICKY KOPCHO, husband and wife, being personally known to me to be the identical person(s) whose names is/are affixed to the dedication of this plat and he/she/they acknowledge the execution thereof to be their voluntary deed.

Rebecca A. Stodieck Notary Public
My Commission Expires on the 2nd Day of April, 2026 A.D.



ACKNOWLEDGMENT
State of Nebraska)
County of York)
On this 8th Day of October, 2024 A.D., before me a Notary Public in and for said county, personally appeared Paul Kopcho representative for Kopcho Farms, LLC., being personally known to me to be the identical person(s) whose names is/are affixed to the dedication of this plat and he/she/they acknowledge the execution thereof to be their voluntary deed.

Rebecca A. Stodieck Notary Public
My Commission Expires on the 2nd Day of April, 2026 A.D.

APPROVAL OF THE CITY PLANNING COMMISSION: This IRREGULAR TRACT 34, 2-10-3W, York County Nebraska, was approved by THE CITY PLANNING COMMISSION of the City of York, York County, Nebraska on this _____ Day of _____, 202_ A.D.

CITY COUNCIL ACCEPTANCE: This IRREGULAR TRACT 34, 2-10-3W, York County Nebraska, was approved by this City Council of the City of York, Nebraska on this _____ Day of _____, 202_ A.D.

(City of York Seal) City Clerk

Mayor

APPROVAL OF THE PUBLIC WORKS DIRECTOR: This IRREGULAR TRACT 34, 2-10-3W, York County Nebraska, was approved by THE DIRECTOR OF PUBLIC WORKS, of the City of York, York County, Nebraska on this _____ Day of _____, 202_ A.D.

Director

GENERAL NOTES

1. RTK-GNSS USING BASE-ROVER SETUP COLLECTED DATA FOR THIS MAP
2. GEOID: GRS 1980, PROJECTION: LAMBERT_CONFORMAL_CONIC_2SP
3. THE BASIS FOR BEARING OF THIS SURVEY IS THE STATE PLANE GROUND COORDINATE BEARING (NAD 83) BEING THE WEST LINE OF THE (SW1/4) OF SECTION TWO (2); TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), YORK COUNTY, NEBRASKA.

4. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE REPORT.



YORK COUNTY TREASURER'S CERTIFICATIONS This is to certify that I find no regular or special taxes due or delinquent against the property described in the Legal Description and embraced in this plat as shown by the records of this office.



Melvin Williams
York County Treasurer Date 10/9/24

ACCEPTANCE BY YORK COUNTY REGISTER OF DEEDS
IRREGULAR TRACT 34, 2-10-3W, York County, Nebraska, was recorded on this _____ Day of _____, 202_ A.D.

York County Register of Deeds

Irregular Tract 34, 2-10-3W

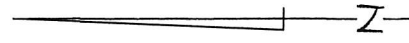
York County, Nebraska

Irregular Tract Number 34 Legal Description:

Irregular Tract Number Thirty Four (34) located in the North Half of the South Half of the Southwest Quarter (N 1/2 S 1/2 SW1/4) of Section Two (2); Township Ten (10) North, Range Three (3) West of the Sixth Principal Meridian (6th P.M.), York County, Nebraska being more particularly described as follows:

Referring to the Southwest Corner of the North Half of the South Half of the Southwest Quarter (found) also being the **Point of Beginning**, thence on an assumed bearing of North 01°26'11" West a distance of 350.00 feet to a set 5/8" x 24" capped rebar; thence North 88°50'31" East a distance of 33.00 feet to a set 5/8" x 24" capped rebar; thence North 88°50'31" East a distance of 502.17 feet to a set 5/8" x 24" capped rebar; thence South 01°26'11" East a distance of 350.00 feet to the south line of said north half of the southwest quarter; thence South 88°50'31" West, to the West line of the SW1/4, a distance of 535.17 feet to the **Point of Beginning**.

Containing a calculated area of 4.30 acres including Right of Way and 4.03 acres excluding Right of Way, more or less, subject to all conditions and restrictions of record.



Legal Descriptions:

Legal Description "B":

A tract of land located in the North Half of the South Half of the Southwest Quarter (N 1/2 S 1/2 SW1/4) of Section Two (2); Township Ten (10) North, Range Three (3) West of the Sixth Principal Meridian (6th P.M.), York County, Nebraska being more particularly described as follows:

Referring to the Southwest Corner of the North Half of the South Half of the Southwest Quarter (found); thence North 01°26'11" West, along the west line of the southwest quarter, a distance of 350.00 feet to a set 5/8" x 24" capped rebar also being the **Point of Beginning**; thence North 88°50'31" East a distance of 535.17 feet; thence South 01°26'11" East a distance of 100.11 feet; thence South 88°51'19" West a distance of 535.17 feet to the west line of the southwest quarter; thence North 01°26'11" West, along the west line of said southwest quarter a distance of 99.99 feet to the **Point of Beginning**.

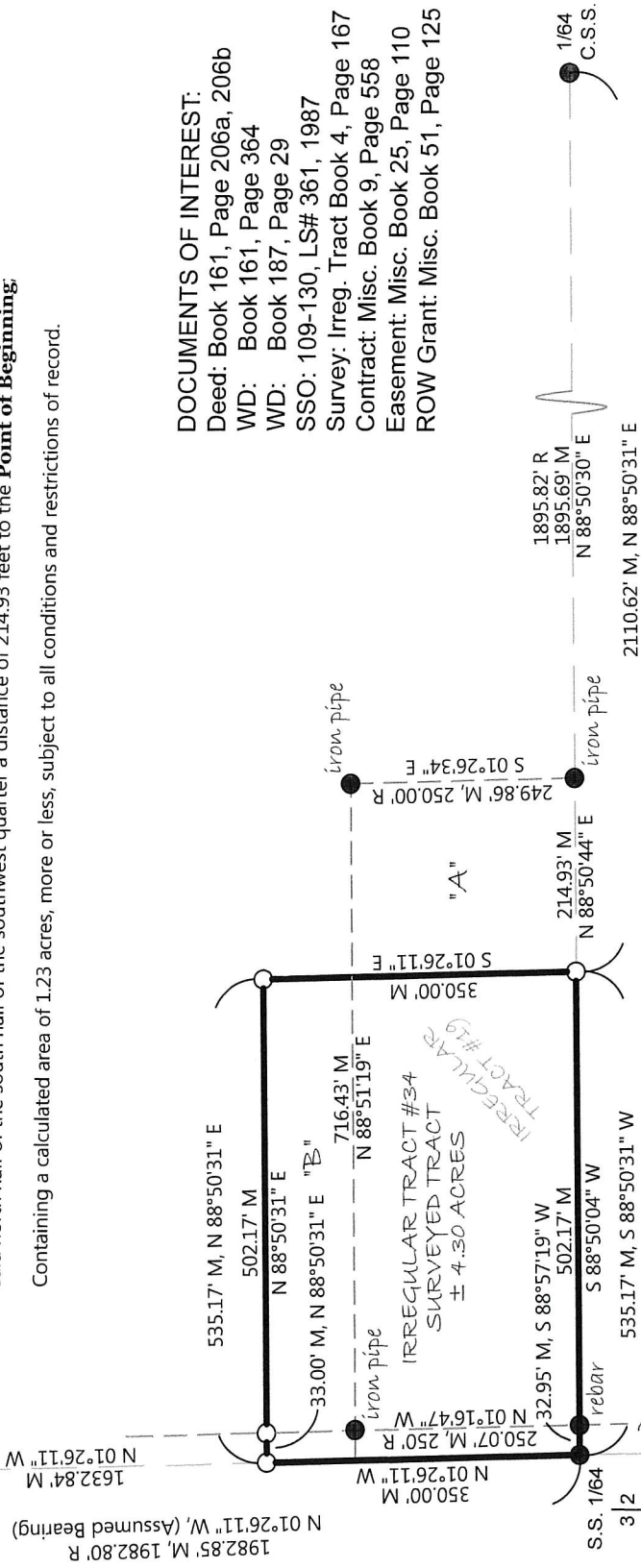
Containing a calculated area of 1.23 acres, more or less, subject to all conditions and restrictions of record.

Legal Description "A":

A tract of land located in the North Half of the South Half of the Southwest Quarter (N 1/2 S 1/2 SW1/4) of Section Two (2); Township Ten (10) North, Range Three (3) West of the Sixth Principal Meridian (6th P.M.), York County, Nebraska being more particularly described as follows:

Referring to the Southwest Corner of the North Half of the South Half of the Southwest Quarter (found); thence North 88°50'31" East, along the south line of the said north half of the south half of the southwest quarter, a distance of 535.17 feet to a set 5/8" x 24" capped rebar also being the **Point of Beginning**; thence North 01°26'11" West a distance of 249.89 feet; thence North 88°51'19" East a distance of 214.90 feet to an iron pipe (found); thence South 01°26'34" East a distance of 249.86' to an iron pipe (found); thence South 88°50'44" West, along the south line of said north half of the southwest quarter a distance of 214.93 feet to the **Point of Beginning**.

Containing a calculated area of 1.23 acres, more or less, subject to all conditions and restrictions of record.



Government Corners

- 1/4 Found Brass Cap, 12" Deep
- 3/2 NE 46.38 feet to top center of grader blade
- SE 70.86 feet to nail & washer in S face power pole, 24" high
- 3/2 SW 47.22 feet to nail in E face of power pole, 12" high
- NW 46.00 feet to top center of grader blade
- LAT: 40°51'55.39"N
- LON: -97°38'08.53"W
- Found Square Iron
- 1/64 NE 76.48 feet to SW corner of concrete pivot pad
- C.S.S. NE 84.51 feet to NW corner of concrete pivot pad
- NE 88.87 feet to NE corner of concrete pivot pad
- NE 81.26 feet to SE corner of concrete pivot pad
- LAT: 40°51'35.61"N
- LON: -97°37'34.15"W

Legend

- Found Monument
- Set 5/8"X24" Capped Rebar
- M - Measured
- R - Rex F. Heiden, LS# 361, 1987

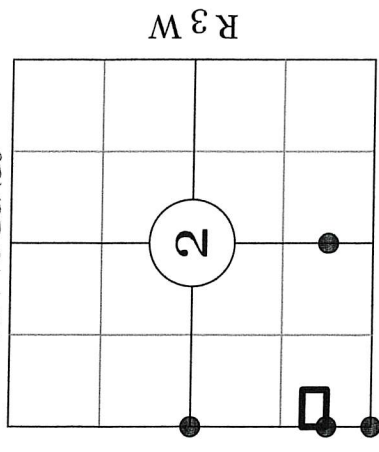
Scale Factor: 1.000349578297

All Distances are Ground Horizontal



SCALE: 1"=200'

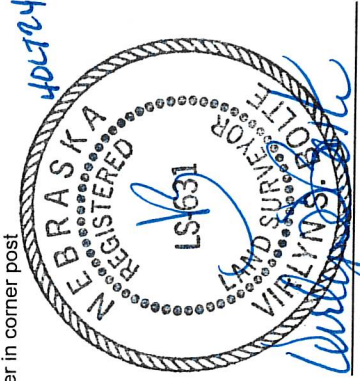
SITUATION SKETCH
NOT TO SCALE



DOCUMENTS OF INTEREST:

- Deed: Book 161, Page 206a, 206b
- WD: Book 161, Page 364
- WD: Book 187, Page 29
- SSO: 109-130, LS# 361, 1987
- Survey: Irreg. Tract Book 4, Page 167
- Contract: Misc. Book 9, Page 558
- Easement: Misc. Book 25, Page 110
- ROW Grant: Misc. Book 51, Page 125

- Found Iron Pipe
- NW 65.58 feet to top of steel mailbox post
- E 37.39 feet to top nut of fire hydrant
- E 32.95 feet to found rebar
- SE 54.37 feet to set nail & washer in fencepost
- LAT: 40°51'35.80"N
- LON: -97°38'08.59"W
- Found Iron Pipe
- W 47.98 feet to set nail & washer in top of corner post
- SW 47.26 feet to set nail & washer in N face of power pole, 24" high
- SE 28.52 feet to set 'X' in west side of culvert
- NE 45.09 feet to set nail & washer in corner post
- LAT: 40°51'29.26"N
- LON: -97°38'08.60"W



Virlyn S. Bolte PLS 631
Land Services LLC
302 Rd. 3
Henderson, NE 68371

I, Virlyn S. Bolte, a Professional Licensed Land Surveyor in the State of Nebraska, hereby certify that the above plat is from an accurate survey conducted under my direct supervision on September 24th, 2024, in accordance with the Land Surveyors Regulation Act in effect at the time of this survey, Mr. Jack C. Reiman, Nebraska Surveyor in Training, #304, Crewchief.

Prepared for:
James Paul II
YORK CITY OF
100 E 4th Street
York, NE 68467
Phone: 402-363-2604

Prepared by:
Terry Novotny
Truck Center Companies
14321 CORNHUSKER RD
OMAHA, NE 68138
Phone:

A proposal for
YORK CITY OF

Prepared by
Truck Center Companies
Terry Novotny

Nov 06, 2024

Freightliner 108SD Plus



Components shown may not reflect all spec'd options and are not to scale



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)		
Data Version			
DRL-016	SPECPRO21 DATA RELEASE VER 016		
Vehicle Configuration			
001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
004-226	2026 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION IN EPA OR ACT STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service			
AA3-004	END DUMP BODY		
AF3-1J1	ASPEN EQUIPMENT		
Engine			
101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
80V-100	PTO MODE SPEED CONTROL ACTIVATION REQUEST FOR REMOTE ENGINE INTERFACE		
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-015	OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-213	(3) DTNA GENUINE, FLOODED STARTING AND CYCLING, MIN 2100CCA, 570RC, THREADED STUD BATTERIES	40	20
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-011	NON-POLISHED BATTERY BOX COVER WITH TETHER		



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Data Code	Description	Weight Front	Weight Rear
293-060	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, LOCKING IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-104	1115 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		



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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-007	GATES POWERGRIP SHRINK BAND HOSE CLAMPS WHERE POSSIBLE		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-002	PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	--

Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



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Data Code	Description	Weight Front	Weight Rear
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
84N-004	FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
85T-998	NO AMT HOLD MODE		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-012	TRW TAS-85 POWER STEERING	40	



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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-005	18,000# FLAT LEAF FRONT SUSPENSION	290	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-998	NO FRONT SHOCK ABSORBERS	-30	
Rear Axle and Equipment			
420-1K3	MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500
421-529	5.29 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	45	45
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		



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Data Code	Description	Weight Front	Weight Rear
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-108	AIRLINER 46,000# REAR SUSPENSION WITH CHAIN CLEARANCE		480
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP		
624-025	55 INCH AXLE SPACING		
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE		
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
N 460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		



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Data Code	Description	Weight Front	Weight Rear
Trailer Connections			
481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
919-063	(1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB		
296-026	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
308-020	SUPPLEMENTAL TRAILER WIRING WITH CENTER PIN IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
334-003	SUPPLEMENTAL ISO 3731 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE END OF FRAME		
310-998	NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame			
545-530	5300MM (209 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	440	120
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 143.11 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 140.11 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 336.81 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 50.02 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 80.59 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		



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Prepared by:
 Terry Novotny
 Truck Center Companies
 14321 CORNHUSKER RD
 OMAHA, NE 68138
 Phone:

Data Code	Description	Weight Front	Weight Rear
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30

Chassis Equipment

556-1CP	14 INCH PAINTED STEEL CUTOFF BUMPER	-35	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
607-005	CLEAR FRAME RAILS 36 INCHES FROM BACK OF CAB OUTBOARD OF BOTH FRAME RAILS		

Fifth Wheel

578-998	NO FIFTH WHEEL		
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Fuel Tanks

204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
N 205-001	FUEL TANK CAP(S)		
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		

Tires

093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES		184

Hubs



Prepared for:
 James Paul II
 YORK CITY OF
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Data Code	Description	Weight Front	Weight Rear
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-004	FRONT FENDERS SET-BACK AXLE		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
726-001	SINGLE ELECTRIC HORN		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-091	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE BACKUP LIGHTS AND ADDITIONAL 7 FEET WIRING END OF FRAME		5



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Data Code	Description	Weight Front	Weight Rear
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
318-032	SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS RH BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S)		
744-103	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

Cab Interior

055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
700-002	HEATER, DEFROSTER AND AIR CONDITIONER



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Data Code	Description	Weight Front	Weight Rear
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-003	KEY QUANTITY OF 3		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
740-998	NO MATTRESS	-20	-15
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
N 760-337	BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-151	BLACK WITH GRAY INSERT LAREDO LEATHER DRIVER SEAT COVER		
761-151	BLACK WITH GRAY INSERT LAREDO LEATHER PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		



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Data Code	Description	Weight Front	Weight Rear
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
N 48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
* 4CG-002	2 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
	\$C1B0082ZZ,C1C0083ZZ		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
33A-051	PRE-WIRE; DASH TO ROOF FOR LIGHTBAR/STROBE/BEACON: TWO 30AMP WIRES & TWELVE 10AMP WIRES		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		



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 James Paul II
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	Data Code	Description	Weight Front	Weight Rear
	736-998	NO OBSTACLE DETECTION SYSTEM		
	72J-998	NO DR ASSIST SYSTEM		
	49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
	73B-998	NO LANE DEPARTURE WARNING SYSTEM		
	72K-998	NO REVERSE PROXIMITY SENSOR		
	679-998	NO OVERHEAD INSTRUMENT PANEL		
N	35M-011	1 QUIKFIT PROGRAMABLE MODULE (QPM/XMC) W/ (4) 20AMP FUSED RELAYS	10	
	1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
	746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
	748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
	749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
	75W-998	NO MULTIBAND ANTENNA		
	78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
	8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
	8DE-998	NO ASE DATA SVCE EXTENSION		
	RDE-998	NO EXTENSIONS		
	6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
	162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
	329-127	TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		



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Data Code	Description	Weight Front	Weight Rear
4C1-005	HARDWIRE SWITCH #1,ON/OFF MOMENTARY, 20 AMPS IGNITION POWER		
4C2-005	HARDWIRE SWITCH #2,ON/OFF MOMENTARY, 20 AMPS IGNITION POWER		
4C3-998	NO HARDWIRE SWITCH #3		
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 964-020 STANDARD BLACK BUMPER PAINT
 963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance



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Data Code	Description	Weight Front	Weight Rear
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

Secondary Factory Options

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		
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TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8281 lbs	7329 lbs	15610 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	8281 lbs	7329 lbs	15610 lbs

Extended Warranty

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAX-101	CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES

Dealer Installed Options

		Weight Front	Weight Rear
LOC1	14 ' HENDERSON MARK E DUMP BODY PER ATTACHED QUOTE FROM LCL TRUCK EQUIPMNT IN HASTING, NE.	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



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OMAHA, NE 68138
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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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Q U O T A T I O N

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE AIRLINER 46,000# REAR SUSPENSION WITH CHAIN CLEARANCE DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	18,000# FLAT LEAF FRONT SUSPENSION 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 5300MM (209 INCH) WHEELBASE NO FIFTH WHEEL 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 1600MM (63 INCH) REAR FRAME OVERHANG TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
--	---

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (2)	\$	110,818	\$ 221,636
EXTENDED WARRANTY		\$	2,655	\$ 5,310
DEALER INSTALLED OPTIONS		\$	113,525	\$ 227,050
CUSTOMER PRICE BEFORE TAX		\$	226,998	\$ 453,996

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(308)	\$	(616)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE		(LOCAL CURRENCY)	\$	226,690	\$	453,380
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



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OMAHA, NE 68138
Phone:





600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
 (847) 537-8800 | Fax (847) 520-1147
 turnvalves.com

Quotation

Page 1 of 1

TO: **James Paul**
 Director Of Public Works
 City Of York
 100 East 4Th Street
 York, NE 68467

Date: 11/6/2024
 Quotation Number: HR225480
 Payment Terms: Net 30 Days
 Shipping Terms: FCA Origin
 Valid Through: 1/5/2025
 Estimated Ship Date: 8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	88,750.00		88,750.00
2	79-430-20 Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	2,495.00	100.0%	0.00
3	11-408-10 Tee Handle for 1" Telescoping Key (11-408-00) adds manual functionality to key when machine is not in use.	1	EA	220.00		220.00
4	11-242-03 Key Extension add on - 36" Extends the telescoping key to reach all valves.	1	EA	245.00		245.00
Total (USD)						\$89,215.00

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.



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

REQUEST FOR PROPOSALS FOR HOLTHUS LOBBY SCREEN REPLACEMENT

SUBMITTAL DUE DATE: Wednesday, November 13th, 2024 at 1:30pm

PROPOSALS MUST BE MAILED OR DELIVERED TO:

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

Please mark your envelope "PROPOSAL FOR Holthus Lobby Screen Replacement"

EIN/SSN (Required) 26-0062105
Federal I.D. Number

COMPANY NAME CCS Presentation Systems

ADDRESS: 11041 'O' Street

CITY/STATE/ZIP Omaha, NE 68137

PHONE 402-331-2320

PRINTED NAME ZACH POTTER

AUTHORIZED SIGNATURE ZPot

TITLE MANAGING Principal EMAIL Zpotter@ccsprojects.com

Signature acknowledges that Proposer has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to 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:

Terri Carlson, Holthus Convention Center, tcarlson@cityofyork.net

Questions must be submitted no later than Noon on Tuesday, November 12th, 2024.

Questions submitted after that date will not be considered.

BIDDERS MUST SUBMIT THIS PAGE WITH ANY PROPOSAL



Proposal Date:
November 8, 2024

Quote Number:
23-1176

3x3 Video Wall Replacement Options

Project Location

York NE 68467

Prepared For:
Holthus Convention Center

York NE

CCS Presentation Systems
11041 O St
Omaha NE 68137

Proposed By:
Zach Potter
zpotter@ccsprojects.com

3x3 Video Wall Replacement Options

LOBBY




SCOPE

CCS will uninstall (9) 46" displays and install a 136" Planar LED Video Wall.
 CCS will install an HDMI wall plate for local laptop presentation abilities.
 Reprogramming the Crestron video distribution for video wall functionality.

Client Responsibilities

- (3) 20A Circuits (may need to relocate existing outlets)

VIDEO SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Planar MGP Complete, Full HD 136in Diagonal Video Wall, w S6F controller, wall mount, cables and spares Silver Install Service	\$46,000.00	\$46,000.00
	1	Extron Electronics DTP T HWP 4K 331 D Long Distance DTP Transmitter for HDMI - Decorator-Style Wallplate, White - 330 feet (100 m)	\$550.00	\$550.00
	1	Extron Electronics Long Distance HDMI Twisted Pair Receiver - 330 feet (100 m)	\$425.00	\$425.00
VIDEO SYSTEM TOTAL				\$46,975.00

CABLE AND MATERIALS

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Bulk Cabling & Connectors	\$830.00	\$830.00
	2	COVID Slim Line HDMI 2.0 Cable, 6ft	\$24.95	\$49.90
	1	COVID HDMI 2.0 Cable, Premium Certified, 15ft	\$29.48	\$29.48
CABLE AND MATERIALS TOTAL				\$909.38

LABOR

LABOR TOTAL	\$12,160.00
-------------	-------------

3x3 Video Wall Replacement Options

EQUIPMENT TOTAL	\$47,884.38
LABOR TOTAL	\$12,160.00
INSTALLATION MATERIALS	\$478.84
SHIPPING	\$1,693.75
LIFT RENTAL	\$1,000.00
PER DIEM	\$500.00
TRAVEL	\$1,200.00
LOBBY TOTAL	\$64,916.97

PROJECT SUMMARY

LOCATIONS

LOBBY

TOTAL

\$60,044.38

SHIPPING, TAXES AND OTHER FACTORS MAY NOT BE REPRESENTED HERE AND WILL APPEAR ON THE ACCEPTANCE PAGE

3x3 Video Wall Replacement Options

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

60% of the total job pre-paid prior to product procurement.
40% to be invoiced with Net30 terms upon project completion and acceptance.

EQUIPMENT TOTAL	\$47,884.38
ENGINEERING	\$900.00
INSTALLATION	\$7,200.00
MANAGEMENT	\$760.00
PROGRAMMING	\$3,300.00
LABOR TOTAL	\$12,160.00
INSTALLATION MATERIALS	\$478.84
SHIPPING	\$1,693.75
LIFT RENTAL	\$1,000.00
PER DIEM	\$500.00
TRAVEL	\$1,200.00
SUBTOTAL	\$64,916.97
TOTAL TAX	\$0.00
PROJECT TOTAL	\$64,916.97

TERMS

I accept this proposal and hereby authorize CCS Presentation Systems at 11041 O St Omaha, NE 68137 to proceed with the purchase of the included equipment for the facilities of Holthus Convention Center constructing at York, NE 68467 as described in the totality of this document. In keeping with the Terms of Payment listed above. This proposal is valid only if accepted in writing by Holthus Convention Center and deposit payment received no later than December 31, 2024. Credit card payments are subject to a 3% fee.

INSTALLATION CANCELLATION / CREW CALL OFF / RESCHEDULE FEE

- Once an Install date has been set, and the customer has been notified, if the customer cancels or reschedules less than 24 hours prior to said install date, a cancellation/rescheduling crew fee of the crews' loss time may be charged for each occurrence.
- If onsite and the crews are asked to leave due to customer reasons, a crew fee of the crews' loss time and trip charge may be charged for each occurrence.

WARRANTY

CCS warrants the system installation to be free of defects in workmanship and fit for the intended purpose for a period of 1-year parts and 90 days labor. This warranty does not cover equipment or system abuse, misuse including but not limited to: operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by CCS or repair by a service facility other than those authorized by the manufacturer. After one-year parts and 90 days labor, any future service requirements will be billed on a time and materials basis unless a CCS Service Contract is in place.

All new equipment, provided by CCS, includes the manufacturer's warranty. CCS warrants that all AV equipment will be installed in accordance with the manufacturer's recommended environmental and electrical operating conditions and requirements. CCS systems are under warranty against defects in workmanship for a period of 1-year parts and 90 days labor from the date of system acceptance or substantial completion. Owner furnished equipment and products not purchased from CCS are not covered under warranty.

3x3 Video Wall Replacement Options

ACCEPTANCE

HOLTHUS CONVENTION CENTER

SIGNED _____

DATE _____

PRINT NAME _____

TITLE _____

CCS PRESENTATION SYSTEMS

SIGNED _____

DATE _____

PRINT NAME _____

TITLE _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCashland Kirby Insurance Agency, Inc. 8231 Northwoods Dr, Ste A Lincoln NE 68505		CONTACT NAME: PHONE (A/C, No, Ext): 402-466-2800 E-MAIL ADDRESS: info@mckinsure.com FAX (A/C, No): 402-466-3229															
INSURED Advanced Audio Visual Inc. dba CCS Presentation Systems 11041 'O' Street Omaha NE 68137		ADVAAUD-01	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Twin City Fire Ins Co</td> <td></td> </tr> <tr> <td>INSURER B : Hartford Accident & Indemnity Co</td> <td>22357</td> </tr> <tr> <td>INSURER C : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D : The Ohio Casualty Ins Co</td> <td>24074</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Twin City Fire Ins Co		INSURER B : Hartford Accident & Indemnity Co	22357	INSURER C : Trumbull Insurance Company	27120	INSURER D : The Ohio Casualty Ins Co	24074	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 560472813

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		91SBAVK5240	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		91UECIQ6106	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		91SBAVK5240	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		91WECAD2M0S	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment Installation Coverage		BMO59055379	8/3/2024	8/3/2025	Leased/Rented Installation \$250,000 \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of York
 Holthus Convention Center
 3130 Holen Ave
 York NE 68467

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CCS PROJECT SUMMARY



Client

Carson Group
Corporate Headquarters Building
Omaha, NE

Contact

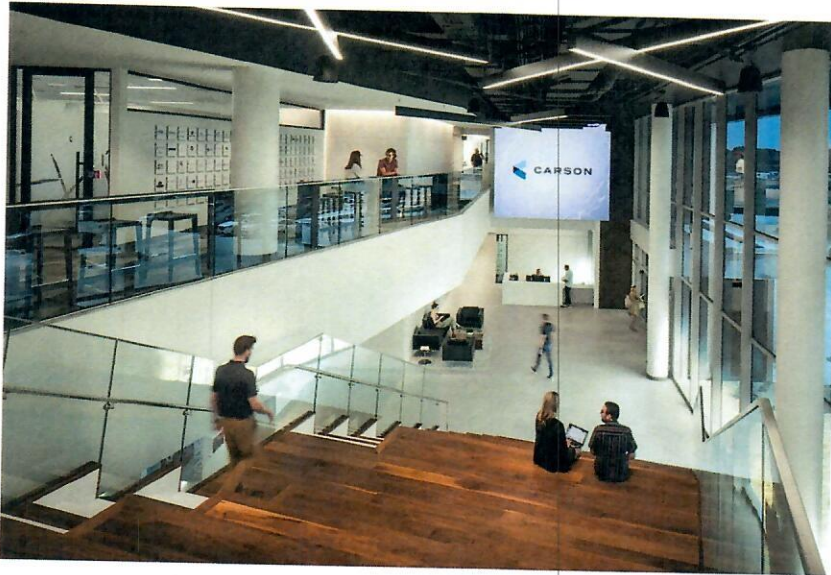
Kris Fauth 402-334-6276
kfauth@carsongroup.com

Project Value

\$2.4 Million

Project Goal

CCS was tasked with the Audio Visual System Design and Build Services for Carson's 6 story Corporate Headquarters in Omaha, NE. Working with JE Dunn construction and Tetrad Property Group Project Management the project was completed on time and within budget.



The CCS Solution

Designed in conjunction with Carson Group, CCS provided a state of the art headquarters which was designed to help get all of Carson shareholders under one roof in Omaha, NE

CCS installed a combination of Planar video walls, NEC Displays, Crestron NVX, Crestron control, QSC audio processing, Shure Microphones and Cambridge Sound Masking throughout the occupied floors. Outside of rooms is a 7" Crestron room scheduling panel.

The above equipment was installed in several room types including: Boardroom, Conference Rooms, Huddle and Collaboration Rooms, Carson Learning Center, Patio, Fitness Room, and Lobby.



11041 O St, OMAHA, NE 68137
PHONE: 402.331.2320 | FAX: 402.331.2322 | CCSMIDWEST.COM

CCS PROJECT SUMMARY



Client

Crete Carrier Corporation
Boardroom
Lincoln, NE

Contact

Winston Ostergard VP of Maintenance
402-479-2725 wostergard@cretecarrier.com

Project Value

\$100,000

Project Goal

Crete Carrier wanted to upgrade their technology in their boardroom as well as add video teleconferencing capabilities. The goal was to create a WOW factor and use an LED video wall instead of an LCD display or projector



The CCS Solution

CCS worked with NanoLumens to provide Crete Carrier their WOW factor and integrated a 109" LED video wall that can be split into quad view providing Crete Carrier with four 55" displays. The room is outfitted with a QSC PTZ camera, speakers, amplifier and a digital signal processor to go along with a Shure ceiling array microphone. The video wall is ran by a Crestron video wall processor and Crestron control system. There is a 10" touch panel on the table that allows users to select between PC/Laptop/Wireless Presentation or Blu-Ray Player



11041 O St, OMAHA, NE 68137
PHONE: 402.331.2320 | FAX: 402.331.2322 | CCSMIDWEST.COM

**GENERAL ADMINISTRATION AGREEMENT
YORK DOWNTOWN REVITALIZATION | 24DTR006**

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

WITNESSES THAT:

WHEREAS, the City, 100 E 4th Street, York, NE 68467 and the Consultant, 7407 O St., Lincoln, NE 68510, are desirous of entering into a contract to formalize their relationship, and

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

WHEREAS, the City, as part of its 2024 CDBG grant agreement with the Department, under contract number **24DTR006**, has been awarded CDBG funds for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

The effective date of this contract shall be **December 6th, 2024**. The termination date of the contract shall coincide with the issuance of the **Certificate of Completion** by the Nebraska Department of Economic Development (NDED).

3. Compensation

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$25,000.00** (Twenty-Five Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

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

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

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

6. Suspension, Termination and Close Out

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

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:

 - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

 - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
 - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
 - iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and

thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds: This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

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

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

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

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

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

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

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate

against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD

23. Hold Harmless

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

24. Governing Law

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

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

ATTACHMENT "A"

SCOPE OF WORK and FEES for YORK, NEBRASKA for GENERAL ADMINISTRATION consisting of 1 pages.

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

CITY (City of York)

By: _____

Printed Name: Barry Redfern

Title: Mayor

Address: 100 E 4th Street, York, NE 68467

Date: _____

CONSULTANT (Southeast Nebraska Development District)

By: _____

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

Date: _____

APPROVED as to legal form:

City Attorney

By: _____

Printed Name:

Title: City Attorney

Address:

Date: _____

Exhibit A - SENDD Scope of Work and Fees

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

General Administration

1. Contract Documents

- 1.1. Ensure execution of the DED Contract Agreement (prepared by DED)
- 1.2. Preparation and execution of SENDD Professional Services Agreement
- 1.3. Preparation and execution of SENDD's Construction Management Contract
- 1.4. Ongoing maintenance of physical and digital files to ensure compliance
- 1.5. Amplifund Management
- 1.6. Preparation of contract extensions or budget amendment requests (if applicable)
- 1.7. Ensure execution of consultant Procurement & Contract (prepared by engineer)

2. Special Conditions/Environmental Review

- 2.1. Preparation, execution, and submission of Special Conditions documents including:
 - 2.1.1. Excessive Force
 - 2.1.2. Procurement Procedures & Code of Conduct
 - 2.1.3. Financial Management Certification
 - 2.1.4. Certifying Grant Administrator Letter
 - 2.1.5. Authorization to Request Grant Funds
 - 2.1.6. Limited English Proficiency (LEP)
 - 2.1.7. Fair Housing letter
- 2.2. Preparation, execution, and submission of Environmental Review including:
 - 2.2.1. Determination of Level of Review
 - 2.2.2. Statutory Checklists
 - 2.2.3. Other Requirements
 - 2.2.4. Agency contact letters
 - 2.2.5. Notice of Intent to Request Release of Funds (NOI-RROF)
 - 2.2.6. Communication with History Nebraska (State Historic Preservation Office)
 - 2.2.7. Tier II's (for Downtown Revitalization projects)
- 2.3. Ongoing maintenance of physical and digital files to ensure compliance
- 2.4. Amplifund Management

3. Financial Management

- 3.1. Preparation of expense ledger
- 3.2. Cost Documentation, including review of project and admin invoices
- 3.3. Preparation of drawdowns related to project and administrative services
- 3.4. Amplifund Management
- 3.5. Ensure reconciliation of deposits are completed including request of bank statements and canceled checks (to be done by the Grantee and related matters)
- 3.6. Amplifund Management

3.7. Ongoing maintenance of physical and digital files to ensure compliance

4. Local Advisory Committee

4.1 Attending any meetings related to the project; includes with municipality, engineer, contractors, and businesses

4.2 Amplifund Management

4.3 Ongoing maintenance of physical and digital files to ensure compliance

5. Periodic Reports & Monitoring

5.1. Preparation of project status reports

5.2. Preparation of Job Creation reports and ensuring maintenance of baseline employees, if applicable

5.3. Identification of project impact(s)

5.4. Other performance report requirements

5.5. Ongoing maintenance of physical and digital files to ensure compliance

5.6. Amplifund Management

6. Fair Housing & Civil Rights

6.1. Ensuring compliance of Civil Rights by reviewing language in contracts,

6.2. Ensuring completion of Fair housing activities,

6.3. Ongoing maintenance of physical and digital files to ensure compliance

6.4. Amplifund Management

7. Public Participation

7.1. Preparation of public hearing notices including second public hearing and any public hearings needed throughout the course of the project

7.2. Ongoing maintenance of physical and digital files to ensure compliance

7.3. Amplifund Management

8. Correspondence & Notes

8.1. Correspondence with award recipient, engineer, contractors, businesses or any individual/organization related to grant administration

8.2. Preparing summary of meetings

8.3. Ongoing maintenance of physical and digital files to ensure compliance

8.4. Amplifund Management

9. Audit & Close Out

9.1. Continue ensuring compliance with CDBG Regulations and Uniform Administrative Requirements;

9.2. Cost Principles;

9.3. Preparation of Notification of Annual Audits; and

9.4. Preparation of close-out documents, including -

9.4.1. Risk Analysis Checklist

9.4.2. Financial Financials

- 9.4.3. Final Project Status Report
- 9.4.4. Final Wage Compliance review
- 9.5. Final review of physical and digital files to prepare for monitoring
- 9.6. Amplifund Management

10. Other fees

- 10.1. Mileage and travel expenses related to attending project related meetings
- 10.2. Copies
- 10.3. Postage
- 10.4. Miscellaneous fees that relate to administrative services

Fees Schedule

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on and work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.

**CONSTRUCTION MANAGEMENT AGREEMENT
YORK DOWNTOWN REVITALIZATION | 24DTR006**

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

WITNESSES THAT:

WHEREAS, the City, 100 E 4th Street, York, NE 68467 and the Consultant, 7407 O St., Lincoln, NE 68510, are desirous of entering into a contract to formalize their relationship, and

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

WHEREAS, the City, as part of its 2024 CDBG grant agreement with the Department, under contract number **24DTR006**, has been awarded CDBG funds for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

The effective date of this contract shall be **Date of Release of Funds**. The termination date of the contract shall coincide with the agreement performance end date between the City and NDED as either stated in the original “Subrecipient Agreement” or as later amended by an approved extension.

3. Compensation

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$10,000.00** (Ten Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

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

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing

contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

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

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
 - i.** Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - ii.** If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - iii.** In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
 - i.** The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
 - ii.** The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;

- iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds: This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with

respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they

are under no contractual or other disability which would prevent them from complying with these provisions.

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

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

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

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

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

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

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD

23. Hold Harmless

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

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising

out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

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

ATTACHMENT "A"

SCOPE OF WORK and FEES for YORK, NEBRASKA for CONSTRUCTION MANAGEMENT consisting of 1 pages.

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

CITY (City of York)

By: _____

Printed Name: Barry Redfern

Title: Mayor

Address: 100 E 4th Street, York, NE 68467

Date: _____

CONSULTANT (Southeast Nebraska Development District)

By: _____

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

Date: _____

APPROVED as to legal form:

City Attorney

By: _____

Printed Name:

Title: City Attorney

Address:

Date: _____

Attachment A - SENDD Scope of Work and Fees

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

Construction Management

1. Construction & Labor Standards

- 1.1. Ensuring Labor Standards Compliance including review of
 - 1.1.1. weekly payrolls,
 - 1.1.2. wage rates,
 - 1.1.3. requests for bidders,
 - 1.1.4. wage restitution, if necessary and
 - 1.1.5. employee interviews
- 1.2. Conducting employee interviews
- 1.3. Assistance in the Procurement Process (if applicable) related to the review of
 - 1.3.1. Bid Packages
 - 1.3.1.1. Ensuring labor standard language is included in bid package document
 - 1.3.2. Quotes from contractors and vendors
- 1.4. Recommendation of successful proposals or bids

Fees Schedule

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on and work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.

13-2203. Additional expenditures; governing body; powers; procedures.

In addition to other expenditures authorized by law, each governing body may approve:

(1)(a) The expenditure of public funds for the payment or reimbursement of actual and necessary expenses incurred by elected and appointed officials, employees, or volunteers at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the boundaries of the local government, if the governing body gave prior approval for participation or attendance at the event and for payment or reimbursement either by the formal adoption of a uniform policy or by a formal vote of the governing body. Authorized expenses may include:

(i) Registration costs, tuition costs, fees, or charges;

(ii) Mileage at the rate allowed by section 81-1176 for travel by personal automobile, but if travel by rental vehicle or commercial or charter means is economical and practical, then authorized expenses shall include only the actual cost of the rental vehicle or commercial or charter means. The governing body may establish different mileage rates based on whether the personal automobile usage is at the convenience of the local government or at the convenience of the local government's elected or appointed official, employee, or volunteer; and

(iii) Meals and lodging at a rate not exceeding the applicable federal rate unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the governing body; and

(b) Authorized expenditures shall not include expenditures for meals of paid members of a governing body provided while such members are attending a public meeting of the governing body unless such meeting is a joint public meeting with one or more other governing bodies;

(2) The expenditure of public funds for:

(a) Nonalcoholic beverages provided to individuals attending public meetings of the governing body; and

(b) Nonalcoholic beverages and meals:

(i) Provided for any individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, including, but not limited to, tornado, severe storm, fire, or accident;

(ii) Provided for any volunteers during or immediately following their participation in any activity approved by the governing body, including, but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal; or

(iii) Provided at one recognition dinner each year held for elected and appointed officials, employees, or volunteers of the local government. The maximum cost per person for such dinner shall be established by formal action of the governing body, but shall not exceed fifty dollars. An annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination, if authorized by the governing body; and

(3) The expenditure of public funds for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions. Before making any such expenditure, the governing body shall, by official action after a public hearing, establish a uniform policy which sets a dollar limit on the value of any plaque, certificate of achievement, or item of value to be awarded. Such policy, following its initial adoption, shall not be amended or altered more than once in any twelve-month period.

Source: Laws 1993, LB 734, § 11; Laws 2018, LB1036, § 1; Laws 2019, LB609, § 1.

RESOLUTION 2024-35

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

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

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

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

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

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

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

PASSED AND APPROVED this 21st day of November, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
	1992	615C CAT wheeled elevator scraper	Landfill		08260899

ORDINANCE NO. 2380

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND THE ZONING MAP TO REZONE PROPERTY LOCATED IN THE R-3 DISTRICT TO THE INDUSTRIAL DISTRICT; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. The City of York Zoning Map shall be amended to remove property located in the R-3 District and to rezone the property as part of the Industrial District. The real estate to be rezoned is legally described as set forth below:

That part of Lots One (1) and Two (2) lying West of the right-of-way line of Burlington Northern Railroad Company, and the East Half (E1/2) of vacated alley adjoining said lots, in Block Nine (9), in Hillside Addition to the City of York, in York County, Nebraska;

That part of Lots One (1) and Two (2) lying East of the West right-of-way line of the Burlington Northern Railroad Company (now abandoned), in Block Nine (9), in Hillside Addition to the City of York, in York County, Nebraska;

Lots One (1), Two (2) and Three (3), EXCEPT the East 20 feet thereof, in Block Ten (10), Hillside Addition, and that portion of vacated Butterfield Avenue adjoining said lots on the West side thereof, said vacated portion lying East of the East right-of-way of Burlington Northern Railroad Company (now abandoned), all in the City of York, in York County, Nebraska.

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, publication pursuant to law.

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

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2380

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND THE ZONING MAP TO REZONE PROPERTY LOCATED IN THE R-3 DISTRICT TO THE INDUSTRIAL DISTRICT; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

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

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk