

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, December 5, 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 27, 2024
3. Pledge of Allegiance
4. Oath of Office to newly elected Mayor Barry Redfern and Councilmembers Tony North, Jennifer Sheppard, Jerry Wilkinson and Jeff McGregor. The City Clerk will administer the Oath of Office to the newly elected and certified Councilmembers, whereupon the officials will sign their Oath of Office and be seated as elected officials of the Governing Body of the City of York, Nebraska.
5. Roll Call
6. Minutes of the November 21, 2024 meeting
7. Claims of Elected Officials
 - 7.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,824.22
 - 7.2. Claim for Stephen Postier of the York County Development Corporation in the amount of \$8,797.83
8. Claims for the period of November 22, 2024 through December 5, 2024
9. City Administrator Report
10. Consider approval of the Certification for the 2024 General Election Results

11. Second Public Hearing for 21DTR014 Downtown Revitalization Project
 - 11.1. Consider approval of the Final Financial Report for the 21DTR014 Project and authorize the Mayor to sign the report
12. Consider approval of the purchase agreement between the City of York and Countryside Estates LLC for the purchase 20.7 acres in the total amount of \$238,050 plus infrastructure costs
13. Consider approval of a quote with Creative Sites, LLC for the Harrison Park Playground in the amount of \$149,676
14. Annual report for the Park and Recreation Department with Director Cheree Folts
15. Consider approval of a quote with LCL Truck Equipment for parts and accessories for two dump trucks for the street department in the amount of \$238,380.00
16. Consider approval of a Sourcewell quote with Cummins for an emergency generator for the City Auditorium in the amount of \$121,430.00; to be funded by CDBG reuse monies
17. Consider approval of an interlocal agreement between the City of York and York County for Asphaltic Concrete Paving Project C-93(L276), East 25th Street, in the amount of \$50,720.65
18. Mayor Appointments:
 - 18.1. Reappointment of LeRoy Ott and David Dohmen to the Parks and Recreation Advisory Board for a term ending January 1, 2028
19. Adjournment

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
November 21, 2024
5:30 PM

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

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

Mayor: Barry Redfern: Present. Councilmembers: Tony North: Present, Vicki Northrop: Present, Jeff Pieper: Present, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Matt Wagner: Present, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Public Works Director James Paul, Asset Manager Dan Aude, Human Resource Director Denise Pfeifer, Convention Center Director Terri Carlson and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on November 14, 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 November 7, 2024 meeting. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$1,856.71. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$21,275.29. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea, Vicki Northrop: Yea.

Claims

Motion to approve the claims for November 8, 2024 through November 21, 2024. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Department Activities Reports

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

Preliminary Cash Balances

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

City Administrator Report

Dr. Crawford shared the ways the City distributes information. Terri Carlson has been working with City staff and KOOL radio to have a weekly interview to share what is going on within the City. The link for those interviews is posted on the City's Facebook page, and they are aired on the radio. The City's website has news articles on the front page that are updated often. There is also a calendar for information on meetings and events. On the main banner of the City's website is a button for 'Forms' and another button for 'Stay Informed'.

From the 'Stay Informed' button, you can download the City's app and receive notifications for updates. This is a good time of year to be receiving those notifications with snow season starting soon.

SDL for JWs Catering

Jerry Wilkinson shared that Applebee's no longer services the bars for events held within Best Western motel. Motion to approve the special designated license for JWs Catering for a reception at Best Western Hotel on December 14, 2024. Ayes with a motion by Jeff Pieper and a second by Tony North. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Abstain (With Conflict), Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

SDL for Chances R

Casey Erdkamp, 623 N. 4th Street, York, shared that Renne Jantz will be onsite for this event. There will be a wine tasting with the options of purchasing full bottles at the event.

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

Public hearing on preliminary and final plats

The Mayor stated this was the time and place for a public hearing for the preliminary and final plat for the Replat of the West 56' of Lots 1 and 2 AND Lot 3, Block 8, Hillside Addition; York Fire Station Addition, City of York, York County and Irregular Tract #34, Section 2, Township 10 North, Range 3 West of the 6th PM, York County, Nebraska. Dan Aude shared the Hillside Addition plat meets all the planning and zoning requirements of the City. The neighbors agreed to move the lot lines to square up each property. On Irregular Tract #34, the owners are adjusting the rectangle of the property from east/west to north/south, to accommodate the construction of a new building. The York Fire Station Addition had some necessary corrections and those have been completed. All of these were recommended by the Planning Commission.

Motion to approve the Replat of the West 56' of Lot 1 and 2 AND Lot 3, Block 8, Hillside Addition, City of York, York County, Nebraska. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Motion to approve Irregular Tract 34, Section 2, Township 10 North, Range 3 West of the 6th PM, York County, Nebraska. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Motion to approve the York Fire Station Addition, City of York, York County, Nebraska. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Dump Truck Chassis from Freightliner

James stated Freightliner was a state bid. He recommended approval for two chassis instead of the dump trucks as presented in this proposal. The cost for the two truck chassis is \$226,946.00.

Motion to approve the purchase of two chassis from Truck Center Companies in the amount of \$226,946.00. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Matt Wagner: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Valve Exerciser/Trailer from Wachs

James shared there were two quotes received. Wach's was not the lowest, but the reviews from the other company was not favorable. In addition, the City is looking to trade equipment back in to Wach's.

Motion to approve the quote with Wachs Utility Products for a Combo Valve Exerciser and Vacuum Trailer in the amount of \$89,215.00. Ayes with a motion by Stephen Postier and a second by Jerry Wilkinson. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Appointment of Street Superintendent for 2025

Motion to approve 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. Ayes with a motion by Jennifer Sheppard and a

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

Screen for Holthus from CCS Presentation

Terri shared that this was put out to bid and the City only received one bid for this project.

Motion to approve the bid from CCS Presentation Systems for the Holthus Lobby Screen Replacement in the amount of \$64,916.97. Ayes with a motion by Scott Van Esch and a second by Jeff Pieper. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

24DTR006 Agreements for Administrative and Construction

Motion to approve 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. The General Administration Agreement will be signed after the contract with the Department of Economic Development is signed. The Construction Management Agreement will be signed after the Release of Funds is issued, which will not happen until the Environmental Review and Other Special Conditions of the grant are completed and approved. Ayes with a motion by Tony North and a second by Scott Van Esch. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Recognition Dinner for City Officials and Employees

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

Mayor Appointments

The Mayor thanked Laura McDougall for her time served on the Housing Agency.

Motion to approve the appointment of Tresa Worster to the Housing Agency for a term ending November 1, 2029. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Motion to approve the appointment of Marlo Winter to the Housing Agency, as a tenant representative, for a term ending November 1, 2029. Ayes with a motion by Stephen Postier and a second by Scott Van Esch. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Resolution 2024-35 - to declare certain city property surplus

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.

EXHIBIT A

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

Motion to approve Resolution 2024-35, to declare certain city property surplus and authorize the disposition of surplus property. Ayes with a motion by Tony North and a second by Scott Van Esch. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Public hearing for Rezoning

The Mayor announced this was the time and place for a public hearing on the rezoning of a property from the R-3 District to the Industrial District. Dan showed the three properties that were subject to rezoning. He shared that Mr. Budler purchased the property and would like to put up a shop-type building. With the current zoning it cannot be built. He stated the sites were posted for rezoning and letters were sent to all property owners within 300' of these properties. It meets the zoning regulations and the storage units to the north are already zoned industrial. The planning commission voted to recommend the zoning change. Conner Mogul, 729 Kingsley Ave, York, shared he was opposed to changing to industrial zoning. He questioned whether industrial was the proper zoning classification for this area, or is there another option for zoning requirements. He pointed out the trail also runs through these properties and what will industrial zoning do for the trail? John Budler, 327 East Ave, York, stated he had requested the rezone to be able to construct a building for storage and a small workshop. The approximate building size is 32' x 60' and that size of building can't be constructed in residential zoning. Discussion was had by the Council whether the zoning should be industrial or commercial and what the future development of that area might look like.

Ordinance No. 2380 -

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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2380. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Jeff Pieper and a second by Jennifer Sheppard. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Nay, Vicki Northrop: Nay.

Passage of Ordinance No. 2380

Motion to approve Ordinance No. 2380 to amend the zoning map to rezone property located in the R-3 District to the Industrial District. Ayes with a motion by Jeff Pieper and a second by Jennifer Sheppard. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Nay, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Nay, Vicki Northrop: Nay.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:29 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT	G/L NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	3	186.68	N			
01-00110	MATHESON TRI-GAS	2	177.76	N			
01-00120	JACKSON SERVICES INC	9	602.14	N			
01-00200	NEBRASKA MACHINERY CO	1	2,485.43	N			
01-00210	EAKES OFFICE PLUS	1	584.80	N			
01-00290	NORTH PRINTING & OFFICE S	9	1,824.22	N			
01-00300	BLACK HILLS ENERGY	3	625.58	N			
01-00340	BOUND TREE MEDICAL LLC	3	1,645.19	N			
01-00360	CITY OF YORK	2	25,220.88	N			
01-00390	YORK COUNTY CLERK	1	865.21	N			
01-00540	GLOBAL TECH, INC.	6	906.14	N			
01-00570	SUMMIT FIREPROTECTION	1	242.30	N			
01-00630	MUNICIPAL SUPPLY OF NE	1	1,171.96	N			
01-00640	NEBRASKA PUBLIC POWER DIS	3	100,857.47	N			
01-00710	OVERLAND SAND & GRAVEL	2	1,517.24	N			
01-00780	PRESTO X COMPANY	4	240.33	N			
01-00800	BURST, LLC	14	1,008.50	N			
01-00960	GRAINGER	1	7.07	N			
01-01090	BAKER & TAYLOR, INC	2	1,111.92	N			
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	5	322.83	N			
01-01330	JLC, INCORPORATED	2	61.18	N			
01-01350	PROTEX CENTRAL INC.	1	145.00	N			
01-01390	AFLAC	3	711.94	N			
01-01460	PERENNIAL POWER	1	10,668.17	N			
01-01470	SERVI-TECH LABORATORIES	1	175.00	N			
01-01670	FRATERNAL ORDER OF POLICE	2	810.00	N			

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01690	UNITED FUND	2	40.00		N		
01-01841	CORNERSTONE BANKTRUST	3	803,692.50		N		
01-01980	SAHLING KENWORTH INC	1	937.03		N		
01-02060	NE DEPT OF ENVIRONMENT &	2	933,017.00		N		
01-02240	OMAHA WORLD HERALD	1	192.99		N		
01-02530	PEPSI COLA OF LINCOLN/ TO	6	412.50		N		
01-02590	ADOPT A PET	1	3,333.34		N		
01-02620	LEAGUE OF NEBRASKA MUNICI	1	708.00		N		
01-02920	FALLER LANDSCAPE	1	750.00		N		
01-03030	SERVICEMASTER CLEAN-YORK	1	4,890.97		Y		
01-03240	YORK COUNTY DEVELOPMENT C	1	8,797.83		N		
01-03260	HOMETOWN LEASING	3	247.07		N		
01-03590	PENNER'S TIRE & AUTO	5	5,003.75		N		
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00		N		
01-04050	GALLS INCORPORATED	1	62.29		N		
01-04420	SOUTHEAST NE DEV DIST	1	981.87		N		
01-04600	UNITED STATES POSTAL SERV	2	308.00		N		
01-04750	THE J.P. COOKE CO.	1	230.50		N		
01-05310	SAPP BROTHERS PETROLEUM,	2	2,879.59		N		
01-05870	WEX BANK	1	7,284.97		N		
01-06370	HEIMAN FIRE EQUIPMENT, IN	2	3,785.10		N		
01-07860	CONNER ROOFING CO., INC	1	350.00		N		
01-08290	POLLARDWATER.COM	1	266.24		N		
01-08530	EYECARE ASSOCIATES	1	163.00		Y		
01-1	MISCELLANEOUS VENDOR	7	2,561.16		N		
01-10880	RASMUSSEN MECHANICALSERV	1	3,784.00		N		
01-11220	PAUL DAVIS RESTORATION &	1	750.00		N		

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-14880	ALFRED BENESCH & CO	1	6,007.86	N			
01-15560	OMAHA TRUCK CENTER	1	30.47	N			
01-15770	CHRIS WIZE	1	119.24	N			
01-15930	STERICYCLE INC	1	680.54	N			
01-17810	DEBORA ROBERTSON	2	157.45	N			
01-18410	REGIONAL CARE INC	1	36,424.98	N			
01-19450	GERHOLD CONCRETE CO INC	1	1,276.20	N			
01-19590	COLONIAL LIFE	4	770.30	N			
01-19600	AMERITAS	7	1,214.80	N			
01-19940	OVERDRIVE INC	1	1,086.21	N			
01-20690	KLUTE TRUCKEQUIPMENT	1	7,500.00	N			
01-20810	PYRAMID TARP & REPAIR LLC	1	135.00	N			
01-21320	CULLIGAN	1	15.00	N			
01-22050	HEAVY METAL SUPPLY CO	5	462.15	N			
01-22100	SLACK AUTO SUPPLY LLC	2	33.18	N			
01-24570	NE DEPT OF TRANSPORTATION	1	75.00	N			
01-25080	DEARBORN NATIONAL-VOLFIR	1	197.60	N			
01-25650	CARDMEMBER SERVICE	1	3,699.66	N			
01-26330	QUICK MED CLAIMS	1	6,248.96	N			
01-26700	PRIDE HOME MAINTENANCE SE	1	2,675.00	N			
01-27170	HUNT IRRIGATION INC	1	2,607.07	N			
01-27210	MIDWEST AUTO PARTS INC.	35	2,946.21	N			
01-27310	NICK'S FARM STORE	1	182.50	N			
01-27400	WY-AD ENTERPRISES LLC	1	22,995.00	Y			
01-27480	BRIAN ROWE	1	660.00	Y			
01-27570	LINCOLN CREEK ELECTRIC, L	2	4,154.52	N			
01-27690	CRYSTAL COX	2	25.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-28230	STANDARD INS CO	1	4,694.32	N		
01-28520	IRON DIAMOND MEDIA	1	1,400.00	N		
01-28540	AMAZON BUSINESS	9	1,224.73	N		
01-29270	ALLO	2	1,852.53	N		
01-29500	AT & T MOBILITY	1	185.72	N		
01-29540	GARCIA CHICOINE ENTERPRis	1	7,598.21	N		
01-29980	BOMGAARS	1	603.98	N		
01-31130	DINGES PARTNERS GROUP LLC	1	83.15	N		
01-31160	RAPID FIRE PROTECTION INC	1	1,640.80	N		
01-31370	TILLEY SPRINKLER SYSTEMS	1	780.00	N		
01-31490	VESTIS	7	772.27	N		
01-31510	HD SUPPLY	1	539.93	N		
01-32060	EMILY EGGAR	1	125.00	Y		
01-32090	HYDROVAC SUPPLY	1	2,950.00	N		
01-32160	JODIE BLASE	1	15,598.22	Y		
01-32200	DIGNITY DESIGNS	1	348.00	N		
01-32290	BERG MEDICAL MART	1	729.00	N		
*** REPORT TOTALS ***		245	2,085,939.90			
		Payroll	203,119.30			
		Total	2,289,059.20			

SELECTION CRITERIA

VENDOR SET: 01 CITY OF YORK
VENDOR: ALL
BANK: ALL
VENDOR CLASS(ES): ALL CLASSES

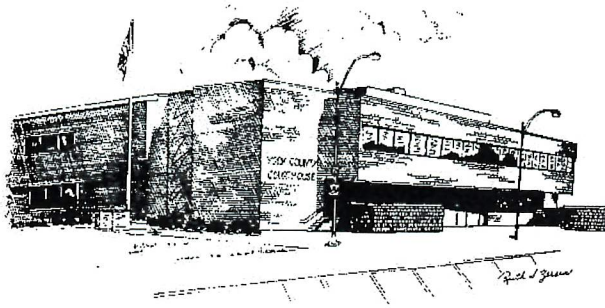
TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 11/22/2024 THRU 12/05/2024	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

REPORT SEQUENCE: VENDOR #
G/L EXPENSE DISTRIBUTION: NO
CHECK RANGE: 000000 THRU 999999



**York County Clerk,
Register of Deeds
& Election Commissioner**

Mary Melby
510 Lincoln Avenue York, NE
(402) 362-7759 Phone
(402) 362-7558 Fax
clerk@yorkcountyne.gov

CERTIFICATION FOR THE 2024 GENERAL ELECTION

State of Nebraska)
County of York)

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

I, Mary Melby, York County Clerk/Election Commissioner in and for said County and State, do hereby certify the following is a true and complete extract of the abstract of the votes cast at the election held November 5, 2024, in this County, as canvassed by the canvassing board of this County, with respect to the candidates, measures, propositions, and issues therein listed: and do further certify that to the best of my knowledge such ballots, including absentee ballots, have been voted, counted, and canvassed in the manner provided by law.

**Candidates and Offices, Measures,
Propositions, and Issues**

<u>Position</u>	<u>Candidate</u>	<u>Votes Cast</u>
<i>For Mayor of York</i>	Barry Redfern	3,014
	Write-ins	101
<i>For Member of the York City Council</i>	Jerry Wilkinson	2,448
	Jennifer Sheppard	2,329
	Tony S. North	2,400
	Jeff McGregor	2,218
	Write-ins	65

WITNESS MY HAND AND SEAL this 22nd day of November, 2024.



Mary Melby, York County Clerk/Election Commissioner



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0099 LEGALS

NOTICE OF SECOND PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT

NOTICE IS HEREBY GIVEN that on December 5, 2024 at the York City Hall, located at 100 E 4th St in York, NE, the City of York will hold a public hearing at or soon after 5:30 PM concerning the existing Department of Economic Development (DED) Community Development Block Grant (CDBG) project awarded to the City.

The City of York was awarded \$435,000 in CDBG funds in 2021 where they implemented a commercial rehabilitation and façade improvement project to aid in the elimination of slum and blight conditions within the area of downtown designated by the City of York in September 2017 and identified in the City's 2017 Downtown Revitalization Project. Funds were used to eliminate slum and blight conditions on an area-wide basis (SBA), through commercial rehabilitation of privately-owned properties, including activities such as façade improvements, and repairs necessary for correction of code violations. 12 businesses were assisted. \$400,000 was used for Commercial Rehabilitation; \$25,000 for General Administration, and \$10,000 for Construction management. No persons, businesses, or farms were

0099 LEGALS

displaced as a result of these activities.

All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant application. Written and oral testimony will also be accepted at the public hearing scheduled for December 5, 2024 at the York City Hall Council Chambers, 100 East 4th St, York, NE. Written comments addressed to Amanda Ring, City Clerk, York City Hall, 100 East 4th St, York, NE 68434 will be accepted if returned on or before Monday, December 2, 2024.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Amanda Ring, City Clerk, (402) 363-2600 no later than 12:00 noon on December 2, 2024. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a three-day notice is received by the City of York.

Amanda Ring, City Clerk
 Nov. 22, 2024 ZNEZ

NOTICE TO BIDDERS

Sealed bids will be received at the office of the York County Clerk until November 26, 2024 at 9:00 a.m. and opened shortly thereafter, for the construction of three asphaltic concrete overlay projects. The project sites are located as follows:

0099 LEGALS

C-93(L273) - on Country Club Avenue beginning approximately 0.1 miles southwest of Highway 81 and ending at W. Nobes Road in York, NE; C-93(L276) - on E. 25th Street beginning east of N. Nebraska Avenue and end at N. Delaware Road in York, NE; C-93(L277) on Road G beginning at north side of existing train tracks approximately 0.6 miles north of Road 13 on Road G and ending at Highway 34, all in York County, Nebraska.

The projects are referred to as "York County 2025 Overlays" and shall include all labor, materials, transportation and equipment required for the construction of: C-93(L273) - approximately 0.5 miles of a 3" asphaltic concrete overlay, type "SPR" with 0.1 miles of full depth pulverization; C-93(L276) - approximately 0.3 miles of a 4" asphaltic concrete overlay, type "SPR" and, all with cold milling, patching, earth shoulder construction, and other related incidental work.

Copies of the Bid Documents and Specifications are open to public inspection at the office of the York County Highway Superintendent, 722 East 25th Street, York, Nebraska 68467. A set of bid documents may be obtained from Mainell Wagner & Associates Inc. for a non-refundable fee of \$40.00 (6920 Van Dorn St., Lincoln, Nebraska 68506). Phone: 402-421-1717. All Bid Proposals must be submitted on the forms furnished with the Bid Documents.

The sealed bids may be mailed or delivered to the York County Clerk, York County Courthouse, 510 North Lincoln Avenue, Room 103, York, Nebraska 68467, and should be plainly marked as "Construction Bid Proposal - York County 2025 Overlays".

Along with its Bid Proposal, each bidder shall submit an unconditional Bid bond or Certified Check payable to the County Treasurer of York County, Nebraska, in an amount equal to five (5) percent of the Bid Proposal. Also, each bidder

0099 LEGALS

is to provide a Start of Construction date and End of Construction date for each project with its Bid Proposal. The desired completion date for all sites is October 1, 2025. The Contractor will be allowed twenty (20) calendar days for C-93(L273), fifteen (15) calendar days for C-93(L276), and fifteen (15) calendar days for C-93(L277). The required completion date for each site will be the earlier of the date indicated in the bid proposal or the actual start date plus the allotted calendar days for that site. Additional days due to weather may be granted at the discretion of the Engineer.

Within ten (10) days following the award of the Contract, the successful bidder shall furnish a surety bond or bonds in an amount equal to or greater than the full amount of the contract. The surety and form of the bonds are subject to acceptance by the York County Board of Commissioners.

York County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Dept of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for award.

The York County Board of Commissioners reserves the right to reject any and all bids or to waive any irregularities in bids received. Award of the Contract will be in accordance with the County Purchasing Act's competitive bidding considerations as set forth in

0099 LEGALS

Neb.Rev.Stat. §§ 23-3110 to 23-3114. York County is an Equal Opportunity Employer.

Mary Melby
 York County Clerk
 Nov. 15, 22, 2024 ZNEZ

0398 Wanted To Buy

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

Print and digital! **FOR TOTAL ACCESS!**

0970 Pickups, 4x2 or 4x4



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

\$24,995

Call Tim at 308-624-0055

or Kerwyn 308-390-8925

0970 Pickups, 4x2 or 4x4



2018 GMC Sierra 1500 SLT 4X4 4dr Crew Cab 5.8 ft SB, AMM radio with SXM, Bluetooth, Onstar, power windows locks and rear sliding rear window. 4x4, heated seats and steering wheel. Linex spray in bed liner, 60"/20 leather bench seat up front, 20" rubber and wheels, 6.2L V8, Chrome Bug shield, Tonneau Cover

\$41,995

Call Tim at 308-624-0055

or Kerwyn 308-390-8925

0980 Sport Utility Vehicles



2011 Jeep Wrangler Sport 4X4 2dr SUV, soft top, Bluetooth, power windows, cruise, tilt, with new tires. Brand new brakes, rotors and calipers.

\$15,995

Call Tim at 308-624-0055

or Kerwyn 308-390-8925

0995 Autos for Sale or Lease



(2) 2019 Ford Ranger Lariats (1) Lightning Blue w 38,400 mi & (1) Hot Pepper Red w 43,800 mi. 2.3L i4 Turbo, 4x4, 10 sp Auto, Crew Cab, New Tires. Both 1 owner. 308-216-0464

\$5,995

Call Tim at 308-624-0055

or Kerwyn 308-390-8925

0995 Autos for Sale or Lease



2002 Pontiac Bonneville SLE, FWD, 3.8L V6, 99k

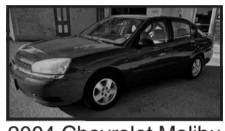
\$5,995

Call Tim at 308-624-0055

or Kerwyn 308-390-8925

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

0995 Autos for Sale or Lease



2004 Chevrolet Malibu LS 4 dr Sedan, air, tilt, cruise, power windows and locks, fairly new tires. Very clean with the 3.5l V6. 76k miles

\$7,995

Call Tim at 308-624-0055

or Kerwyn 308-390-8925



2008 Cadillac DTS Luxury III 4dr Sedan, 4.6l V8, heating and air conditioning seats, power windows and locks, AMM Radio with a CD Player, Power sunroof.

\$6,995

Call Tim at 308-624-0055

or Kerwyn 308-390-8925



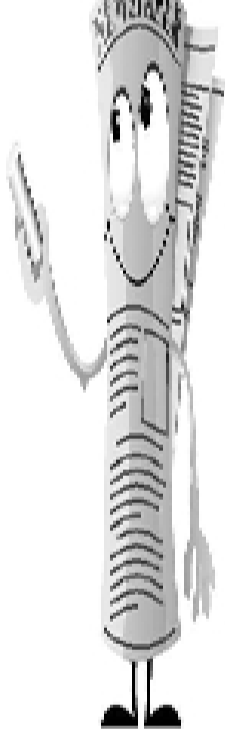
2015 Chevrolet Malibu LT 4dr Sedan w/4LT, 2.5l 4cyl. FWD, 4 door, power windows and locks, tilt, Air, Cruise and fairly newer tires

\$9,995

Call Tim at 308-624-0055

or Kerwyn 308-390-8925

IN THE MARKET FOR A New Home?



FINAL FINANCIAL REPORT

Nebraska Department of Economic Development | Community Development Block Grant Program

INSTRUCTIONS

This report provides information on the final cost amounts for each of the CDBG activities stated in the sources and uses section of the subrecipient's agreement and associated amendments, if applicable. This information generally includes total activity costs paid, any CDBG program income expended during the project, and any local match expenditures. The report also identifies if there are any unspent CDBG funds to de-obligate (i.e., cancel).

General Information

Identify the subrecipient, the agreement number, and the subrecipient's Unique Entity Identifier (UEI) number.

Part 1 Item A – Program Costs

Funds identified must reflect actual eligible cost incurred.

Column 1	List the code ¹ for each activity associated with the grant (refer to the Subrecipient Agreement section labeled "Sources and Uses of Funds").
Column 2	List the title of each activity in the grant (refer to the Subrecipient Agreement section labeled "Sources and Uses of Funds").
Column 3	Enter total costs for each activity. Include all costs incurred.
Column 4	Enter the amount of program income that was spent for each activity.
Column 5	Enter local share of costs applied to each activity. Local funds include all matching and other funds for the activity.
Column 6	Enter the grant share of costs paid for each activity, (subtract columns 4 and 5 from column 3).
Column 7	Enter the grant amount approved for each activity (refer to the Subrecipient Agreement section labeled "Sources and Uses of Funds").
Column 8	Enter the balance of the grant funds unspent for each activity (subtract column 6 from column 7).
Line 9	Enter total of each column.

Part 1, Item B. – Chief Elected Official Certification

The Chief Elected Official for the local unit of government is required to sign the certification attesting to the accuracy of the report.

Part 2 – Grant Balances

This section is completed in AmpliFund. Complete the following fields:

1. Grant Amount Applied to Program Costs:	Enter the figure identified in Part 1, Item A, Column 6, Line 9
2. Grant Amount per Subrecipient Agreement:	Enter the figure identified in Part 1, Item A, Column 7, Line 9
3. Unspent Grant Amount to Cancel:	Enter the figure identified in Part 1, Item A, Column 8, Line 9

Part 3 – Preparer Contact Information

This section is completed in AmpliFund. Identify the contact information of the individual who prepared the form. Information needed includes Preparer Name; Organization; Email; and Phone Number.

Part 4 – Preparer Signature

This section is completed in AmpliFund. The preparer will certify that they are authorized to complete and submit the Final Financial Report within AmpliFund. The preparer will check a box indicating their electronic signature and will indicate the date they signed electronically.

Form Completion

This section is completed in AmpliFund. The completion of this section indicates to the Department if the report is complete and ready for submission.

- 1. Is the Final Financial form complete and ready for submission?** Answer "Yes" if the required fields above are finalized. Answer "No" if the required fields are not complete.
- 2. Date of Completion:** Enter the date that the form was completed and is available to be reviewed by the Department.

¹ For Subrecipient Agreements issued prior to July 1, 2020, use the activity code (example: 0181 – General Administration).
For Subrecipient Agreements issued after July 1, 2020, use the HUD matrix code (example: 21A – General Administration).

FINAL FINANCIAL REPORT

Nebraska Department of Economic Development | Community Development Block Grant Program

Subrecipient: City of York

Agreement #: 21DTR014

UEI: YMWTJKTZTS96

PART 1. ITEM A: PROGRAM COSTS

1	2	3	4	5	6	7	8
CODE	ACTIVITY NAME	TOTAL ACTIVITY COSTS (ACTUAL/ PAYABLE)	LESS PROGRAM INCOME SPENT	LESS LOCAL SHARE (SPENT)	GRANT SHARE (SPENT)	TOTAL APPROVED GRANT AMOUNT	UNSPENT BALANCE OF GRANT
14E	Commercial Rehab	566,340.61	0.00	166,340.61	400,000.00	400,000.00	
14E	Construction Man	10,000.00	0.00	0.00	10,000.00	10,000.00	
21A	Gen Admin	25,000.00		0.00	25,000.00	25,000.00	
9	TOTALS	601,340.61		166,340.61	435,000.00	435,000.00	

PART 1. ITEM B: CHIEF ELECTED OFFICIAL CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Chief Elected Official Name:	Barry Redfern
Chief Elected Official Title:	Mayor
Chief Elected Official Signature:	
Date Signed:	12/5/2024

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made and entered into by and between the City of York, Nebraska, a Nebraska Municipal Corporation, hereinafter called "SELLER", and Countryside Estates, LLC, hereinafter called "BUYER".

RECITALS

WHEREAS, SELLER is the owner of the following described real estate, to-wit:

A tract of land located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 32, T11N, R2W, of the 6th P.M., York County, Nebraska, more particularly described as follows: beginning at the Southwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N 00°10'33" E, 540.00 ft. on the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence S 89°54'24" E, 1327.57 ft. parallel with the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the East line thereof; thence S 00°26'10" W, 720.00 ft. on the East line of said SE $\frac{1}{4}$; thence N 89°54'24" W, 982.30 ft. parallel with and 180.00 ft. South of the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N 00°10'33" E, 150.00 ft.; thence N 89°54'24" W, 342.01 ft. parallel with and 30.00 ft. South of the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N 00°11'20" E, 30.00 ft. on the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the point of beginning, containing 20.74 acres more or less, which includes 0.55 acres used for county road purposes.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Agreement to Sell. SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER for the consideration of Eleven Thousand Five Hundred and no/100 (\$11,500.00) per acre, on the terms and conditions hereinafter mentioned, the following-described real estate situated in the City of York, York County, Nebraska, to-wit:

A tract of land located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 32, T11N, R2W, of the 6th P.M., York County, Nebraska, more particularly described as follows: beginning at the Southwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N 00°10'33" E, 540.00 ft. on the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence S 89°54'24" E, 1327.57 ft. parallel with the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the East line thereof; thence S 00°26'10" W, 720.00 ft. on the East line of said SE $\frac{1}{4}$; thence N 89°54'24" W, 982.30 ft. parallel with and 180.00 ft. South of the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N 00°10'33" E, 150.00 ft.; thence N 89°54'24" W, 342.01 ft. parallel with and 30.00 ft. South of the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N 00°11'20" E, 30.00 ft. on the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the point of beginning, containing 20.74 acres more or less, which includes 0.55 acres used for county road purposes.

No personal property is included in the purchase price. The real estate is to be used for the construction of a housing development.

2. Condition of the Property. The property is being sold "as is", and no representations are made as to the nature or condition of the property.

3. Buyer to Install Infrastructure. BUYER shall install the infrastructure to include street paving and curbs and gutters, water and sewer lines, and provide engineering for the installation of the infrastructure on 12 lots and adjacent to the four lots that are retained by the City of York which are not included in the 20.7 acres to be sold to BUYER. The infrastructure to be installed by BUYER shall conform to the requirements set forth in a subdivision plan for the first 12 lots of the new subdivision to consist of Phase 1 in the subdivision plat of the 20.7 acres to be approved by the City of York. The cost for the installation of the infrastructure are set in the following amounts:

a.	Paving	\$255,360
b.	Water/sewer	\$277,273
c.	Engineering	\$15,000

The total cost of the infrastructure is the sum of \$547,633. This is a per lot cost of \$34,227 for the real estate described above based on 16 lots which includes four lots owned by the City of York that are not included in the sale.

4. Purchase Price. BUYER shall purchase the land for the price of \$11,500 per acre for a total land purchase price of \$238,050 (\$11,500 X 20.7 acres). The per lot cost of the infrastructure to be installed by BUYER is \$34,227.

The City will retain four lots on which the BUYER shall install infrastructure. BUYER will be given credit for the cost of the installation of the infrastructure land adjacent to the Phase 1 lots. The mutually agreed upon cost of this infrastructure is \$136,908.

The total purchase price to be paid by BUYER is \$101,142 (\$238,050 - \$136,908).

5. Payment. BUYER shall pay the price of \$101,142 for the tract described above which consists of 20.7 acres. BUYER shall pay a down payment of \$10,000 upon execution of this Agreement to be applied to the payment due at closing. The balance of \$91,142 shall be paid at closing. The down payment shall be forfeited in the event that BUYER fails to complete the closing.

6. Possession. BUYER shall be granted access to the real estate described herein upon execution of the Agreement to commence preparation and construction. In the event that the sale does not occur as provided in the Agreement, BUYER agrees to restore the land to its original condition within 30 days of the date of cancellation or failure to perform the Agreement. BUYER shall obtain full possession at closing.

7. Closing. Closing shall occur upon a date and time to be agreed to by the parties at the offices of the City of York, 100 E. 4th St., York, Nebraska 68467.

8. Real Estate Taxes. Any real estate taxes due prior to closing shall be the responsibility of SELLER, and BUYER shall be responsible for all real estate taxes that accrue from and after the date of closing.

9. Evidence of Title. SELLER shall order a title insurance commitment in connection with the subject property prior to closing. The cost of an owner's title insurance policy shall be divided equally between SELLER and BUYER. The title insurance commitment may show standard title insurance exceptions and utility easements of record, and may show liens which may be removed by the payment of money at closing by SELLER. If any defects in title not provided for in this agreement are shown by the title insurance commitment, BUYER shall give SELLER notice of any defects in title and SELLER shall clear any impermissible defects within a reasonable period of time. If impermissible defects are not cleared to the title insurance company's satisfaction after notification or cannot be cured by payment of money at closing, this agreement shall be considered null and void. The Title Standards issued by the Nebraska State Bar Association in effect on the date of execution of this Purchase Agreement shall serve as a guide when resolving any dispute with respect to title to the real estate.

10. Costs. The following costs shall be borne equally by the parties:

1. Title Insurance.
2. Closing fee.
3. Costs for the closing protection letter.

The following costs shall be paid by the Purchaser:

1. Recording fees for Deed of Trust, and Deed to Purchaser.
2. All costs occasioned by the Purchaser's loan and lender requirements.

11. Hazardous Materials. During the period that Seller has owned the property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment or release of any hazardous materials on or in the property. Seller has complied with all environmental requirements. To the best of Seller's knowledge, there are no wells, sumps, underground storage tanks, covered surface impoundments, or other sources of hazardous materials or contaminants on the Property, or previously located on the Property and subsequently removed. To the best of Seller's knowledge, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any hazardous materials on or in the property, including but not limited to any underground storage tank, surface impoundment, lagoon or other containment facility for the storage of hazardous materials, or sumps, or on-site wells.

12. Conveyance of Title. SELLER shall furnish a Municipal Warranty Deed to BUYER free and clear of all liens, encumbrances or special assessments, but subject to all building and use restrictions, restrictive covenants, and easements of record.

13. Warranties. SELLER warrants that the SELLER is unaware of and has not received any notice issued by any governmental authority of any actual or contemplated proceeding in condemnation or eminent domain effecting the property. SELLER further warrants that to its knowledge no judgment liens or construction liens exist or are contemplated to be levied on the property. However, SELLER reserves the right to make improvements in the future that may result in the creation of public improvement districts and the levy of any special assessments deemed appropriate. No other warranties, express or implied are made by SELLER, and are expressly excluded by this Agreement.

14. Special Conditions.

A. The Agreement is subject to approval by the York City Council, publication, and successful passage of the remonstrance period as required by Nebraska law.

B. The Agreement is subject to recommendation of approval of the subdivision plat by the Planning Commission and City Council with the requirements for the infrastructure as set out in the subdivision plat.

15. General Provisions.

A. This agreement contains the entire agreement between the parties and recites the entire consideration given and accepted by the parties. Any agreement hereafter made shall be ineffective to change, modify, waive or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver or discharge is sought.

B. Time is of the essence in fulfilling the terms of this agreement.

C. All warranties, covenants or other obligations contained in this purchase agreement shall survive delivery of the deed.

16. No Waiver. The failure of BUYER or SELLER to insist on strict performance or to seek redress for violation of any term, covenant, condition or provision of this agreement, shall not be construed as a waiver of the same and shall not prevent a subsequent act, which would have originally constituted a violation from having all the force and effect of an original violation.

IN WITNESS WHEREOF the parties hereto have executed this agreement effective as of the date first above mentioned.

QUOTATION



Creative Sites, LLC

11506 Pierce Street
Omaha, NE 68144
402-614-4606

Date: November 19th, 2024

Customer: City of York Govmvnt #:47-6006423
Attn: Cheree Folts
211 E 7th St.
York, NE 68467

Project: Playground Improvements
Harrison Park Proposal #: 905-192666-3

BCI Burke Company Govmvnt #:#44-00011454

NUIN Play Structure	\$80,972
Single Post Swing w/ 3 Belt & 1 Freedom Seat	\$4,399
Aro Spinning Chair	\$1,452
68 ea. Plastic Border Timbers	\$2,328
Freight	\$6,980
Installation	<u>\$53,545</u>
Total	\$149,676

- **Delivery is 5-6 weeks ARO.
- **End of April or early May for completion.
- **Installation includes EWF surfacing.
- **This quotation is good for 90 days.
- **Terms are net 30.
- **Sales tax is not included.

Julie Kutilek
Creative Sites, LLC

Accepted by

2023-2024 YPR FACTS

ANNA BEMIS PALMER MUSEUM	AUDITORIUM	BALLPARK COMPLEX
<p>3 EXHIBITS 947 EXHIBIT ATTENDEES</p> <p>10 PROGRAMS 355 PROGRAM ATTENDEES</p> <p>ART COMPETITION 40 ENTRIES 100 VOTES</p>	<p>780 VENUE BOOKINGS</p>	<p>37 LOCAL TEAMS 998 M-F RESERVATIONS</p> <p>766 FIELD USAGES</p> <p>19 TOURNAMENTS 506 TEAMS 163 FIELDS 1065 GAMES 127 RV RENTALS</p> <p>54,986 CONCESSIONS SOLD</p>
COMMUNITY CENTER	FAMILY AQUATIC CENTER	PARKS
<p>35,316 MEMBER CHECK INS 1388 VENUE BOOKINGS</p> <p>27 ADULT PROGRAMS 14,433 ADULT PARTICIPANTS</p> <p>75 YOUTH PROGRAMS 11,110 YOUT PARTICIPANTS</p>	<p>9118 MEMBER CHECK INS 463 MEMBERSHIPS SOLD</p> <p>16,392 TOTAL ATTENDEES</p> <p>27 RESCUES</p> <p>12,654 CONCESSIONS SOLD</p>	<p>56 LEVITT RESERVATIONS</p> <p>282 MILLER PARK / BEAVER CREEK RESERVATIONS</p> <p>91 PARK/SHELTER RESERVATIONS</p> <p>5 TENNIS/PICKLEBALL RESERVATIONS</p>
SOCCER	FUN FACTS	
<p>56 LOCAL TEAMS 636 MONDAY-FRIDAY RESERSVATIONS</p> <p>531 FIELD USAGES</p> <p>4,567 CONCESSIONS SOLD</p>	<ul style="list-style-type: none"> • YPR WELCOMED THE RETURN OF THE ANNA BEMIS PALMER MUSEM • THE SOCCER COMPLEX WAS ADDED TO YPR • NEW BLEACHER SHADE AT THE BALLPARK COMPLEX • NEW PLAYGROUND AT EAST HILL PARK • TENNIS AND PICKLEBALL COURTS RESURFACED • ARTIFICIAL TURF AT LEVITT STADIUM INSTALLED • 72,207 ITEMS SOLD AT YPR CONCESSION STANDS • 1,302 MUSEUM VISITORS IN FIRST YEAR • YPR RECEIVED 1 NEW FULL-TIME EMPLOYEE • IRRIGATION AND UPDATED EQUIPMENT AT SOCCER 	

COMMUNITY CENTER ANNUAL COMPARISONS

Members Daily Check-Ins	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	*COVID* 2019-2020	*RENO* 2020-2021	Mar 30-Sept 30 2021-2022	2022-2023	2023-2024
Monday	3101	3023	3453	3463	2897	3378	2168	988	2838	6223	6303
Tuesday	3217	3156	4177	3626	3122	2622	1778	945	2582	5156	5884
Wednesday	3024	3088	4215	3661	3204	3600	2174	1036	2980	6295	6635
Thursday	2869	2642	2918	3127	2638	2484	1713	855	2649	4814	6102
Friday	2816	2557	2835	2949	2518	2847	1865	912	2678	5684	5741
Saturday	1438	1083	1348	1417	1145	1166	852	469	1101	2558	2513
Sunday	1420	990	1265	947	873	783	637	401	141	1263	2138
TOTAL	17885	16539	20211	19190	16397	16880	11187	5606	14969	31993	35316

Members Check-Ins

Males	12608	11448	13619	12404	10547	10368	6971	3539	7376	16009	17713
Females	5277	5091	6592	6786	5850	6512	4216	2067	7593	15984	17603
TOTAL	17885	16539	20211	19190	16397	16880	11187	5606	14969	31993	35316

Venue Bookings

Auditorium	244	187	306	455	344	307	589	1539* Reno	1057	690	780
Community Center	354	329	226	280	673	940	1135	816* Reno	1066	1384	1388
Fields	507	624	754	240	75 (levitt only)	43 (levitt only)	23 (levitt only)	29 (levitt & BC)	41 (levitt & BC)	125	56 (levitt only)
Picnic Shelters / Parks	129	108	122	107	132	119	107	120	115	108	91
Tennis / Pickleball courts	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5
TOTAL	1234	1248	1408	1082	1149	1409	1854	2504	2279	2307	2264

Programming

Adult Program	17	12	14	17	18	18	21	22 (1C/4R)	22	23	27
Youth Program	49	66	71	63	63	63	61 (19C)	61 (6C/4R)	70	76	75
Total	66	78	85	80	81	81	82 (19C)	83 (15C)	92	99	102

Programming Participation

Adult Participation	11979	12281	11669	11987	11958	9439	3909	4031	6195	10968	14,433
Youth Participation	3716	4021	6231	6282	6880	7419	4868	7400	9798	11193	11,110
Total	15,695	16302	17900	18269	18838	16858	8777	11431	15993	22,161	25,543

Yearly Program / Participation Comparison

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Adult Program	17	12	14	17	18	18	21	22	22	23	27
Youth Program	49	66	71	63	63	63	61	61	70	76	75
Total	66	78	85	80	81	81	82	83	92	99	102
Adult Participation	11979	12281	11669	11987	11958	9439	3909	4031	6195	10,968	14,433
Youth Participation	3716	4021	6231	6282	6880	7419	4868	7400	9798	11,193	11,110
Total	15,695	16302	17900	18269	18838	16858	8777	11431	15993	22,161	25,543

YEARLY COMPARISON OF FAMILY AQUATIC CENTER STATS

Reports	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Incident Reports	4	1	13	5	5	11	8	7	7	11	5
Accident Reports	27	36	37	25	27	14	9	16	22	31	7
Rescue	23	23	22	21	31	20	21	35	26	27	17
Employee Discipline	13	10	13	16	4	0	1	6	0	21	16
TOTAL	67	70	85	67	67	45	39	64	55	90	45

Membership Check-ins Days of the week	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Monday	1215	1664	1324	1299	914	886	437	1163	1322	1514	1164
Tuesday	1455	1469	1630	1399	1200	692	550	1278	1536	1548	986
Wednesday	1135	1343	1718	1354	1077	722	458	1191	1100	1314	1199
Thursday	1241	1172	1701	1504	1338	1014	476	1245	1215	1386	975
Friday	1414	1497	1686	1205	1387	1237	483	1247	1524	1241	1221
Saturday	907	1151	779	1073	1013	741	295	541	703	871	688
Sunday	1464	1400	1265	1028	1089	625	395	850	1127	1244	912
TOTAL	8831	9696	10103	8862	8018	5917	3,094	7515	8527	9118	7145

Member Gender	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Male	5121	4844	4848	4604	4371	3041	1694	3787	3872	4770	3346
Female	4815	4852	5255	4258	4618	2876	1400	3728	4655	5767	3799
TOTAL	9936	9696	10103	8862	8989	5917	3,094	7515	8527	10537	7145

Member Check-in by Hour	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
10:00am		1							3	0	
11:00am	14	10	54	36	39	17	18	56	88	171	69
12:00pm	396	477	591	554	535	308	159	433	440	387	468
1:00pm	2953	3073	3164	2500	2104	1869	897	2329	2646	2979	2570
2:00pm	1732	1840	1801	1654	1458	1281	614	1506	1846	1867	1375
3:00pm	1274	1548	1549	1348	1227	1001	618	1128	1394	1440	879
4:00pm	916	1075	1123	1017	1004	545	234	726	692	752	510
5:00pm	723	828	808	784	728	349	322	581	700	726	651
6:00pm	560	594	646	538	489	361	163	529	501	405	303
7:00pm	116	144	165	243	121	58	7	85	116	97	143
8:00pm	17	22	12	45	103	3		0	2	57	37
9:00pm	29	7	17	12	10	2	1	3	0	53	15
10:00pm	101	77	160	125	197	117	60	133	92	184	122
11:00pm			13	6	3	6	1	23	7	0	3
TOTAL	8831	9696	10103	8862	8018	5917	3,094	7532	8527	9118	7145

Memberships Purchased	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
TOTAL	1239	898	527	447	386	265	128	323	552	463	358

Pool Attendance	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
May	1956	948	174	833	1655	793	0	264	662	1017	888
June	5718	7442	9861	7742	7098	7624	3178	7767	7829	8498	7807
July	7003	7747	6905	7315	6177	7001	5600	6771	6332	6188	5909
August	1961	1926	1786	741	1294	689	1308	1795	2165	689	1459
TOTAL	16638	18063	18726	16631	16224	16107	10086	16597	16988	16392	16063

Members vs. Daily	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Members	8831	9696	10103	7782	8018	5917	3094	7515	8527	9118	7145
Daily	7807	8367	8623	8849	8206	10190	6992	9082	8461	7274	8918
TOTAL	16638	18063	18726	16631	16224	16107	10086	16597	16988	16392	16063

COMPLEX ANNUAL COMPARISON

League Play M-F	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Batting Cages	213	241	115	47	130	176	201	297
Practices	414	276	359	367	590	670	954	443
Games (includes double hitters)	342	328	190	132	270	320	298	258
Total	969	845	664	546	990	1166	1453	998
Field Usage								
Yellow West	91	97	107	113	118	87	120	111
Green West	75	81	88	103	97	103	137	95
Blue West	97	108	121	92	108	93	134	128
Red West	74	116	86	121	120	77	151	119
Yellow East	79	77	95	69	126	97	83	116
Green East	71	61	73	79	124	86	82	68
Blue East	45	57	62	58	88	53	71	64
Red East	53	60	88	132	107	82	105	65
TOTAL RESERVED	585	657	720	767	888	678	883	766
Canceled due to Covid-19				434				
Total				333				
Tournament Stats								
Number of Tournaments Played	14	13	16	1	11	11	16	19
Total Teams	388	520	555	44	407	483	522	503
Total # of Fields	98	79	219	14	142	155	183	163
Total # of days	25	26	32	2	22	24	30	31
Total # of Games		1365	1368	122	998	907	1131	1065
Number of Tournaments Cancelled	3	2	0	14	0	0	2	2
RV/Camper Rentals						56	112	127
Miller Park & Beaver Park Usage								
Practices, Games, YPR, YC		124	157	95	135	176	195	282
League Teams								
Fusion		9	11	0	8	8	8	8
Knights		7	7	0	8	8	8	8
Optimist		8	8	0	7	6	0	0
T-ball		8	7	4	5	6	7	7
YC		3	3	3	3	3	3	3
YHS		2	2	2	2	2	2	2
YPR Boys Baseball							6	7
Nebraska Prime Softball						1	2	2

SOCCER COMPLEX ANNUAL COMPARISON

League Play M-F	2023-2024
Practices	449
Games	187
Total	636
Field Usage	
U 6/8 #1 YELLOW	56
U 6/8 #2 YELLOW	32
U 6/8 #3 YELLOW	14
U 6/8 #4 YELLOW	26
U 6/8 #5 YELLOW	27
U 6/8 #6 YELLOW	27
U 10 #1 RED	89
U 10 #2 RED	74
U 12 #1 GREEN	28
CHAMPIONSHIP FIELD #1	71
CHAMPIONSHIP FIELD #2	52
PRACTICE FIELD #1	35
PRACTICE FIELD #2	0
TOTAL RESERVED	531
Tournament Stats	
Number of Tournaments Played	0
Total Teams	0
Total # of Fields	0
Total # of days	0
Total # of Games	0
Number of Tournaments Cancelled	0
League Teams	
Sting Fall	22
Sting Spring	26
YU	4
YHS	4
Total	56

YPR Annual Concessions

BALLPARK							
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	TOTALS
FOOD	13019	1355	8824	7939	16243	16139	63519
DRINKS	20571	2500	18638	16988	20414	18547	97658
SNACKS	16004	1437	10776	11018	8743	8515	56493
CANDY	included in snacks	855	6481	5946	6680	6270	26232
MEALS	included in meals	206	1210	1067	2176	2047	6706
FROZEN TREATS	6445	329	4112	4031	4706	3468	23091

FAC							
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	TOTALS
FOOD	n/a	n/a	1665	1524	3303	3119	9611
DRINKS	n/a	n/a	3447	3322	3233	2992	12994
SNACKS	n/a	n/a	3432	4095	2536	1887	11950
CANDY	n/a	n/a	2705	3239	3306	2803	12053
MEALS	n/a	n/a	198	0	0	0	198
FROZEN TREATS	n/a	n/a	2969	3629	3279	1853	11730

SOCCER							
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	TOTALS
FOOD	0	0	0	0	0	383	383
DRINKS	0	0	0	0	0	1520	1520
SNACKS	0	0	0	0	0	1593	1593
CANDY	0	0	0	0	0	850	850
MEALS	0	0	0	0	0	63	63
FROZEN TREATS	0	0	0	0	0	158	158

2023-2024 Concessions Sold

	FAC	Complex	Soccer
Snacks			
Dill Pickle	522	1461	55
Fruit by the Foot	285	387	83
Cheetos	123	200	44
Cheezits	1	206	45
Beef Jerky Stick	0	53	0
Fruit Snacks	196	350	71
Doritos	149	289	53
Popcorn	209	3527	1203
Oreos	299	186	39
Goody Pop Popcorn	95	450	0
Daylight Donuts	8	595	0
Sun Flower Seeds	0	811	0
TOTAL	1887	8515	1593
Candy			
Nerds Rope	149	273	56
Ring Pop	346	388	80
Skittles	154	537	94
Pixy Stix	552	1132	59
M&M's	112	376	68
Cotton Candy	335	509	44
Tootsie Pop	291	688	63
Sour Patch Kids	156	298	49
Airheads Bites	316	473	109
Snickers	95	634	52
Fun Dip	103	188	50
Twix	148	403	62
Peanut M&M's	46	371	64
TOTAL	2803	6270	850
Drinks			
Mountain Dew	211	1607	132
Purple Gatorade	87	1220	114
Pepsi	220	1516	181
Water	586	6528	539
Blue Gatorade	126	2074	209
Red Gatorade	66	12	82
Celsius	0	544	0
Slushies (16 oz)	1574	0	0
Diet Pepsi	77	1248	68
Diet Mountain Dew	36	726	44
Hot Chocolate	0	1967	115
Coffee	9	1105	36
TOTAL	2992	18547	1520
Frozen Treats			
Ice Cream Sandwich	354	476	34
Big Bopper Sandwich	484	278	10
Mini Swirls Cone	478	275	12

Freeze Pop	168	1761	80
Snickers Ice Cream Bar	369	441	15
Ice Cream Cup	0	237	7
TOTAL	1853	3468	158
Food			
Pretzel with Cheese	1203	3043	0
Nachos	344	1084	99
Cream Cheese Pretzel	651	2250	0
PB & J Uncrustables	74	400	0
Corn Dog	194	840	0
Hot Dog	0	4202	283
Pizza Hut Pizza Slice	478	1461	0
Extra Cheese	174	189	1
Cinnamon Sugar Pretzel	1	556	0
Sloppy Nachos	0	859	0
Sloppy Joe	0	490	0
Sloppy Dog	0	184	0
Breakfast Sandwich	0	581	0
TOTAL	3119	16139	383
Meals			
Hot Dog + Chips + Drink	0	459	25
Nachos + Drink	0	328	38
Corn Dog + Chips + Drink	0	120	0
Sloppy Nachos + Drink	0	398	0
Pizza + Drink	0	518	0
Sloppy Dog + Chips + Drink	0	78	0
Sloppy Joe + Chips + Drink	0	146	0
TOTAL	0	2047	63
Grand Total 12,654		Grand Total 54,986	Grand Total 4,567

MUSEUM STATS 2023-2024	
Exhibits	3
Exhibit Dates	
America at War	October 28th, 2023-February 29th, 2024
Artwork Exhibition	April 2nd, 2024-August 2nd, 2024
History of York County	September 7th, 2024-February 28th, 2025
Program Stats	Attendance
Grand Opening - October 28th, 2023	67
Vibe at 5 - November 16th, 2023	60
Family Gamenight - December 28th, 2023	9
WW2 POW Camps in Nebraska - January 27th, 2024	50
1st Nebraska Volunteers Brass Band - February 10th, 2024	120
A-Maze-Ing Artwork - April 27th, 2024	10
Outdoor Photography Class - June 15th, 2024	2
Picturing the Midwest - July 6th, 2024	17
Music of the Plains - July 20th, 2024	16
Yorkfest Opening - September 7th, 2024	4
Total Program Attendance	355
Exhibit Attendance	
America at War	524
Artwork Exhibition	347
History of York County (until September 30th)	76
Total Attendance for 2023-2024	947
Artwork Competition	
Entries	40
Votes	100

LCL Truck Equipment

Quote

City Of York

121 East "J" Street

Hastings NE 68901

402.463.6864

Brandon Brown

brandon@lcltruckequipment.com

Quote Date

Requested By : Terry Novtny

Customer	Fits
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Truck Center Companies

14321 Cornhusker Road

Omaha, Ne 68138

120" CT Tandem Axle Truck

For City of York

PARTS and MATERIALS	Qty	Unit Price	Line Total
Henderson 14' Mark E Henderson Classic Dump Body 14' floor w/ 44" sides and 52" Front and Rear, DA hoist, with std cradle, 8" I-Beam longsills, 1/4"AR400 Floor, 3/16" AR400 Sides/Headsheet, tailgate sheet, Air tailgate, 22x 78" cab protector, LED lighting package,. Fold down ladder Drivers front. Full Spec Sheet on body attached.	2	115,525.00	231,050.00
13' FSH-I salt/sand spreader 10Ga 201SS sides/ends 7 Ga, sills/floor, Conveyor stainless pintle chain, 50:1 ratio, 1.5" shaft 6 tooth sprockets Std disk with stainless Vanes, 201SS inverted Vee, std top grate screens, Dump body tie down kit, Turnnion latch system, body guides, extended front idler grease tubes, conveyor speed sensor Full Spec Sheet on spreader attached.			-
Henderson RSP19 Plow 11' lengthe full trip w/ 2 external springs, 42" height, Pin and loop Hitch system (same as your Henke set up) With double mailbox cut out full spec sheet for plow and hitch attached.			-
Labor/Parts Install above body on supplied chassis per manf. Specs. Install and wire in force america hydraulics with load sensing pump. Patrol Commander Ultra system. SSC5100EX Spreader Controls, Vibrator, full LED light package includer Strobes rear, plow lights. Mud flaps and tool box.			-
Add Minimizer900 Fenders to truck installed Std Lead for body 120-150 days/ Hydraulics 150-175 days	2	3,665.00	7,330.00
Shop Materials			-

SUBTOTAL	\$ 238,380.00
TAX RATE	0.000%
TAX B	\$ -
S&H	\$ -
OTHER	\$ -
TOTAL	\$ 238,380.00

OTHER COMMENTS

Quote valid for 30 days from above date, and subject to change due to MFG price increases.

Signed Quote with deposit holds bed till customer can supply truck. Deposit Amount for this Quote is

Customer Signature:



December 3, 2024

Prepared by

Garrett Coon
 Senior Sales Executive
 (402) 983-2265
 lg679@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Feature Code	Description	Qty
1	C200D6D, Diesel Genset, 60Hz, 200kW	1
Install-US-Stat	U.S. EPA, Stationary Emergency Application	
A331-2	Duty Rating - Standby Power (ESP)	
L169-2	Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency	
L090-2	Listing - UL 2200	
L193-2	NFPA 110 Type 10 Level 1 Capable	
B184-2	Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor	
R098-2	Voltage - 120/208, 3 Phase, Wye, 4 Wire	
BB93-2	Alternator - 60Hz, 12L, 208/120V, 105C, 40C Ambient, Increased Motor Starting (IMS)	
A292-2	Alternator Heater, 120 Volt AC	
F269-2	Aluminum Sound Attenuated Winter Enclosure, with Exhaust System	
P176-2	Enclosure Color - Green, Aluminum	
F252-2	Enclosure - Wind Load 180 MPH, ASCE7-10	
F179-2	Skidbase - Housing Ready	
C301-2	Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum	
C309-2	High Fuel Level Alarm Panel	
C127-2	Fuel Water Separator	
C310-2	Low Fuel Level Switch, 40%	
C312-2	Mechanical Fuel Gauge	
C314-2	5 Gallon Lockable Spill Containment Fuel Fill Box	
C318-2	Switch - Fuel Tank, Rupture Basin	
H609-2	Control Mounting - Left Facing	
H703-2	PowerCommand 2.3 Controller	
H728-2	Meters - AC Output Analog (kVA)	
K796-2	Stop Switch - Emergency	
KS53-2	Signals - Auxiliary, 8 Inputs/8 Outputs	
H536-2	Control Display Language - English	
KV03-2	Load Connection - Single	
KY12-2	Circuit Breaker, Location A, 672A - 800A, 3P, LSI, 600 Volts AC, 100%, UL	
4090	Circuit Breaker or Terminal Box (Position B) - None	
4100	Circuit Breaker or Terminal Box (Position C) - None	
KB72-2	Bottom Entry, Right	
A366-2	Engine Governor - Electronic, Isochronous	
A422-2	Engine Starter - 12 Volt DC Motor	
D041-2	Engine Air Cleaner - Normal Duty	



A333-2	Battery Charging Alternator	
BB89-2	Battery Charger - 6 Amp, Regulated	
E125-2	Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted	
H389-2	Shutdown - Low Coolant Level	
E089-2	Extension - Coolant Drain	
H669-2	Engine Coolant - 50% Antifreeze, 50% Water Mixture	
E154-2	Coolant Heater, Extreme Cold Ambient	
H706-2	Engine Oil	
L189-2	Standby 5 Year 2500 Hour Parts+Labor+Travel	
L050-2	Literature - English	
A322-2	Packing - Skid, Poly Bag	
F065-2	Battery Rack	
H268-2	Extension - Oil Drain	
F270-2	Enclosure - Heater, Internal	
F268-2	DC Powered Lights Inside Enclosure	
KY24-2	Panel, Distribution	
L260-2	Green Sound Level 2 Intake Baffle - Ship Loose	
A062H155-FRD	KIT, ENCLOSURE (SL2 Duct)	1
2	CXRGSE, CXR Series Service Entrance Transfer Switch with PowerCommand Control: 1600/2000A	1
S043-7	Listing - UL 1008	
A035-7	Application - Utility to Genset	
B002-7	Cabinet - Type 3R	
N070-7	Cable Lugs - Mechanical, 1/0 - 750 MCM	
A078-7	Transfer Mode - Delayed Transition	
A029-7	Poles - 4 (Switched Neutral)	
A044-7	Frequency - 60 Hz	
A091-7	System - 3 Phase, 4-Wire (Solid or Switched Neutral)	
R021-7	Voltage - 208 Volts AC	
C109-7	PC80 Control	
D403-7	Integrated High Accuracy Power Quality Metering	
M079-7	Integral Control Power Supply	
L215-7	Start Signal Integrity for Multiple ATS	
M076-7	Standard Customer I/O	
G007-7	Transfer Switch Warranty - 5 Year Comprehensive	
A050-7	Packing - Wooden Crate	
3	Remote E-stop	1
4	Battery-Wet, 12V, Group 34, 850CCA	2
5	Annunciator-panel mount with enclosure (RS485)	1
6	Service - start up & testing	1

TOTAL: \$121,430.00

Quote value does not include any tax.



EXCEPTIONS AND CLARIFICATIONS:

Proposal is for equipment only, offloading, rigging, and installation by others.

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.

NOTES:

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Coordination Study not provided.



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Garrett Coon

Garrett Coon
Senior Sales Executive
(402) 983-2265
lg679@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*



3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming



readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes



subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of



the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

**INTERLOCAL AGREEMENT
BETWEEN
YORK COUNTY, NEBRASKA
AND
CITY OF YORK, NEBRASKA
ASPHALTIC CONCRETE PAVING PROJECT C-93(L276), EAST 25TH STREET**

WHEREAS: York County, Nebraska has ownership of approximately 2,460 feet of the C-93(L276), East 25th Street overlay project; and

WHEREAS: City of York, Nebraska has ownership of approximately 660 feet of the C-93(L276), East 25th Street overlay project; and

BE IT RESOLVED: That York County, Nebraska is hereby requested to act for City of York, Nebraska for construction of an asphaltic concrete paving project that was let on November 18, 2024:

and which construction includes:

Asphaltic concrete paving, 1" Cold Milling, Class 3, permanent pavement markings, seeding, and traffic control.

The construction costs of such improvement that the City of York, Nebraska will be required to cover for their portion of project C-93(L276) from the November 18, 2024 letting are as follows:

Mobilization	<u>\$2,968.00</u>
1" Cold Milling, Class 3	<u>\$1,914.00</u>
Asphaltic Concrete for Patching, Type "SPR"	<u>\$4,757.60</u>
Asphaltic Concrete, Type "SPR"	<u>\$35,976.20</u>
Permanent Paving Marking, Paint	<u>\$816.75</u>
Earth Shoulder Construction	<u>\$2,151.60</u>
Seeding Type "B"	<u>\$292.10</u>
Traffic Control	<u>\$1,844.40</u>
TOTAL FOR PROJECT FOR THE CITY OF YORK, NE	<u>\$50,720.65</u>

BE IT FURTHER RESOLVED: That York County, Nebraska has taken bids and awarded the bid for the project to the lowest responsible bidder for the total of all projects regardless of the low bidder on individual projects.

BE IT FURTHER RESOLVED: York County, Nebraska shall each enter into an agreement with the low bidder for the project.

Adopted this _____ day of _____, 20____, at York _____, Nebraska.

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS
YORK COUNTY, NEBRASKA

York County Clerk

Chairman of the Board of Commissioners

BOARD MEMBER _____

Moved the adoption of said resolution.
Roll Call: _____ yea _____ nay
Resolution adopted, signed, and billed as adopted.

Adopted this _____ day of _____, 20____, at _____, Nebraska.

ATTEST:

THE CITY COUNCIL FOR
CITY OF YORK, NEBRASKA

City of York Clerk

Mayor of York, Nebraska

BOARD MEMBER _____

Moved the adoption of said resolution.
Roll Call: _____ yea _____ nay
Resolution adopted, signed, and billed as adopted.