

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, March 20, 2025
5:30 PM

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

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

1. Call to Order as the Community Development Agency
2. The Open Meetings Act is posted on the East Wall of the Council Chambers
3. Notice of this meeting was published in the York News Times on March 13, 2025
4. Pledge of Allegiance
5. Roll Call
6. Review and Discussion of the City of York Redevelopment Plan Amendment for CDA Area #10, Hyatt Studios Redevelopment Project and related Cost Benefit Analysis
7. Consider approval of Resolution 2025-7 - recommending approval of the City of York Redevelopment Plan Amendment for CDA Area #10, Hyatt Studios Redevelopment Project and related Cost Benefit Analysis; and approval of related actions
8. Recess to convene as City Council
9. Call to Order as the City Council
10. The Open Meetings Act is posted on the East Wall of the Council Chambers
11. Roll Call
12. Minutes of the March 6, 2025 meeting
13. Claims of Elected Officials

- 13.1. Claim for Tony North of North Printing and Office Supply in the amount of \$2,450.46
- 13.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$226.84
- 13.3. Claim for Stephen Postier of the York County Development Corporation in the amount of \$30.00
- 13.4. Claim for Jennifer Sheppard for Creative District supply reimbursement in the amount of \$349.00
14. Claims for the period of March 7 through March 20, 2025
15. Department Activities Reports for the month of February 2025
16. Approve Cash Balances for the month of February 2025
17. City Administrator Report
18. Annual Report from the Police Department with Chief Tjaden
19. Consider approval to enter into a Professional Services Contract with SENDD for \$5,000 to perform Construction Management Services for York's Repurpose Project
20. Consider approval of Proclamation declaring April and May 2025 as Spring Spruce Up Months for the City of York
21. Consider approval of free access to the York Area Solid Waste Agency from 9 a.m. to 12 p.m. on April 25th and 26th, to the city and county residents for residential load to aid with Spring Spruce Up; surcharge items such as tires, large appliances, mattresses and special waste will be exempt from free disposal
22. Consider approval of a bid from Sargent Drilling for 11 potable water level probes and digital displays in the amount of \$74,341.00
23. Consider approval of a bid from Midwest Netting Solutions for the YASWA Landfill Litter Netting in the amount of \$248,405.33
24. Public hearing on preliminary and final plat for Central Park Subdivision
 - 24.1. Consider approval of preliminary and final plat of Central Park Subdivision to the City of York, York County, Nebraska
25. Mayor Appointment:

- 25.1. Reappointment of Mike Ocken and Jeff Erickson to the Tree Board for a term ending February 1, 2028
- 25.2. Appointment of Shad Wellman to the Tree Board for a term ending February 1, 2028
- 25.3. Appointment of Ellen Hansen to the Board of Adjustment for a term ending September 1, 2028
26. Public hearing on City of York One & Six Year Street Improvement Program
 - 26.1. Consider approval of Resolution 2025-6 -City of York One-and Six-Year Street Improvement Program
27. Public Hearing on City of York Redevelopment Plan Amendment for CDA Area #10, Hyatt Studios Redevelopment Project
 - 27.1. Consider approval of Resolution 2025-8 - approving the City of York Hyatt Studios Redevelopment Plan; approval of a redevelopment project of the City of York; and approval of related actions
28. Consider approval of Resolution 2025-10, to declare certain city property surplus and authorize disposition of surplus property
29. Third Reading:
Ordinance No. 2382 - Annexation of Irregular Tracts #15 and #16, part of the south half of Section Twenty-five (25), Township Eleven (11) North, Range Three (3) West of the 6th P.M., York County, Nebraska
30. Public hearing to consider amending the industrial and agricultural height zoning regulations:
 - 30.1. Ordinance No. 2386 - to amend the height regulations for the "A-L" Agricultural district
 - 30.1.1. Suspend the rules for Ordinance No. 2386
 - 30.1.2. Passage of Ordinance No. 2386
 - 30.2. Ordinance No. 2387 - to amend the height regulations for the "I" Industrial district
 - 30.2.1. Suspend the rules for Ordinance No. 2387
 - 30.2.2. Passage of Ordinance No. 2387

31. Ordinance No. 2388 - to amend Chapter 8 to exempt service dogs from the requirement to pay license fees
 - 31.1. Suspend the rules for Ordinance No. 2388
 - 31.2. Passage of Ordinance No. 2388
32. Adjourn as City Council
33. Reconvene as Community Development Agency
34. Consider approval of Resolution 2025-9 - authorizing issuance of a Tax Increment Development Revenue Note; providing for the terms and provisions of said note and authorizing the execution of a Redevelopment Contract with Hyatt Studios
35. Adjournment

Bill limits when Nebraska schools can hold bond elections

CHRIS DUNKER
Lincoln Journal Star

A proposal to limit when Nebraska school districts can have special bond elections advanced from first-round debate at the Legislature on Wednesday.

The bill (LB135) from Sen. Rick Holdcroft of Bellevue would require school districts to put bond issues to voters during regularly scheduled statewide primary or general elections in even-numbered years.

Holdcroft's bill also prohibits school districts from seeking a second election within 10 months of a bond issue's defeat.

An amendment adopted Wednesday would also allow special elections to be held during May or November in odd-numbered years — times Holdcroft said Nebraska voters would be accustomed to voting.

Holdcroft, who introduced a similar measure last year, said the changes would give more voters a chance to weigh in on whether or not school districts should borrow money or exceed their property tax levy limits.

"Given the escalation in property valuations and the taxes we pay on those parcels, I think it's equally important to engage as many voters as possible on issues such as bonding and levy overrides because they, too, impact the property taxes we pay," Holdcroft said.

The third-year lawmaker said school districts across the state, including in his legislative district, had set special elections at times when many voters may not be paying attention.

About two weeks after the 2024 general election, which

saw 74% of registered voters in Nebraska cast a ballot, the Millard Public Schools Board of Education set a special bond issue election for February.

Last month, turnout for the special election reached 34%, according to the Douglas County Election Commissioner, with about 65% of voters approving of the \$158 million proposal.

That turnout figure largely mirrors Lincoln Public Schools' two most recent bond elections.

In February 2020, a little more than one-third of voters took part in a \$290 million bond election. Six years before that, in February 2014, turnout for a \$153 million bond issue election hit 36%. Both measures received more than 60% support.

But other school bond elections, one in a fast-growing urban area and another in a rural part of Nebraska, saw higher voter turnout this week.

On Tuesday, more than half of the 12,671 registered voters in the Bennington School District cast a ballot in a special mail-in bond election. More than 70% of voters supported the \$112 million bond issue, after two prior failed attempts.

Voters in the Freeman Public Schools district rejected a \$26.9 million bond issue on Tuesday, however. Approximately 63% of voters rejected the plan to expand facilities for the school located in Adams.

The Freeman mail-in election saw 57.6% turnout, according to the Gage County Clerk's Office.

School bond issues scheduled during regular elections have mixed results as well.

Last May, during the statewide primary that saw turnout of 27%, voters in Waverly rejected a nearly \$90 million bond issue, while voters in Conestoga approved a \$33 million proposal.

On Wednesday, several senators said they agreed with Holdcroft's goal of ensuring more voters took part in a school bond election but indicated they did not want to "over-legislate" school districts and erode local control.

Lincoln Sen. George Dungan said that while the goal of LB135 might be to save taxpayers' money, limiting when schools can put bond issues to voters may have the opposite effect.

"If they negotiate when these elections are happening at the right time, as schools do, it allows them to reduce costs in contracting and bidding and the actual construction process," Dungan said.

Sen. Brad von Gillern of Elkhorn, who was previously president and CEO of Lueder Construction in Omaha, echoed Dungan, saying that forcing all schools to conduct bond elections at the same time could create problems for getting the work authorized by voters done.

As contractors begin to take on projects, subcontractors and supply resources would become limited, von Gillern said, which could lead to increased costs for some schools.

"I think we do want to be conscious this may not represent the best value for taxpayers," he said. "There could be higher expenses for the school districts."

An amendment to add two additional times when a school district could hold a bond issue won over some skeptical senators.

Sen. Stan Clouse of Kearney, who noted two schools in his district had approved bond issues Tuesday night, said he did not support LB135 in its original form, but would back the version authorizing bond elections during May and November each year.

Others remained opposed to the idea, including Lincoln Sen. Jane Raybould, who said it removed local control from

school boards, who would be hamstrung in when they could go to the bond market and begin construction.

Raybould also said an amendment brought by Holdcroft allowing fast-growing districts like Gretna and Bennington to come back to voters with a bond issue quicker than other districts would hamper Lincoln.

"I ask my colleagues to keep in mind that local control matters," Raybould said. "Allowing local jurisdictions, political subdivisions to determine when is the appropriate time to get the election scheduled should be up to them."

Still, the Legislature adopted Holdcroft's amendment and advanced LB135 to the second of three rounds of debate on a 27-9 vote. Eleven senators were present, not voting, and two were absent.

Other bills that advanced at the Legislature on Wednesday, Day 42 of the 90-day session, included:

ANAPHYLAXIS TRAINING: Lincoln Sen. Eliot Bostar's bill (LB457) would require the Department of Health and Human Services and the Department of Education to develop policies for preventing and treating anaphylaxis for school districts and licensed child care facilities.

LB84, which advanced from the first round of debate on a 31-0 vote, also placed a limit on the amount an insured individual is required to pay for a two-pack of epinephrine injectors at \$60, regardless of the type.

SCHOOL PSYCHOLOGISTS: A bill (LB84) from Sen. Victor Rountree of Bellevue would qualify licensed school psychologists to obtain an equivalent license in Nebraska, thereby expanding the number of those service providers working in the state.

The School Psychologist

How they voted

The Legislature advanced a bill (LB135) from Sen. Rick Holdcroft of Bellevue limiting when public school districts can hold special bond issue elections. Under Holdcroft's bill, districts would be required to hold special elections in May or November — when Nebraska voters are accustomed to going to the polls.

Voting yes (27): Andersen, Armendariz, Bosn, Brandt, Clements, DeKay, Dorn, Dover, Hallstrom, Hansen, Hardin, Holdcroft, Hughes, Ibach, Jacobson, Kauth, Lippincott, Meyer, Moser, Murman, Sanders, Sorrentino, Storer, Storm, Strommen, von Gillern, Wordekemper.

Voting no (9): Dungan, Guereca, Juarez, McKinney, Prokop, Quick, Raybould, Rountree, Spivey.

Not voting (11): Ballard, Bostar, J. Cavanaugh, M. Cavanaugh, Clouse, Conrad, DeBoer, Fredrickson, Lonowski, McKeon, Riepe.

Excused (2): Arch, Hunt.

Interstate Licensure Compact would provide greater mobility for school psychologists living in states that are members of the compact, Rountree said. Currently, Colorado and West Virginia have similar programs. The bill advanced on a 32-0 vote.

LEGAL NOTICES

NOTICE OF INCORPORATION OF 3076 FARMS, INC.
1. The name of the corporation is 3076 Farms, Inc.
2. The address of the initial registered agent and office is: Christin P. Lovegrove, 179 N 9th Street, PO Box 311, Geneva, County of Fillmore, State of Nebraska, 68361
3. The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of common stock.
4. 3076 Farms, Inc. commenced existence on December 27, 2024, by recording its Articles of Incorporation with the Secretary of State and it shall have perpetual existence.
Christin P. Lovegrove, Incorporator
179 N 9th St, PO Box 311
Geneva, NE 68361
HEINISCH & LOVEGROVE
LAW OFFICE, PC LLO
179 North 9th Street
PO Box 311
Geneva, NE 68361
February 27, March 6, 13, 2025
COL-NE-1600411 ZNEZ

NOTICE OF INCORPORATION OF TL JAKE FARMS, INC.
1. The name of the corporation is TL Jake Farms, Inc.
2. The address of the initial registered agent and office is: Christin P. Lovegrove, 179 N 9th Street, PO Box 311, Geneva, County of Fillmore, State of Nebraska, 68361
3. The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of common stock.
4. TL Jake Farms, Inc. commenced existence on December 27, 2024, by recording its Articles of Incorporation with the Secretary of State and it shall have perpetual existence.
Christin P. Lovegrove, Incorporator
179 N 9th St, PO Box 311
Geneva, NE 68361
HEINISCH & LOVEGROVE
LAW OFFICE, PC LLO
179 North 9th Street
PO Box 311
Geneva, NE 68361
February 27, March 6, 13, 2025
COL-NE-1600410 ZNEZ


Legals

NOTICE OF BOARD OF COMMISSIONERS MEETING
NOTICE IS HEREBY GIVEN that a meeting of the Board of Commissioners of York County, Nebraska, will be held beginning at 8:30 a.m. in the Commissioners Room, on the main floor of the Courthouse (510 N Lincoln Ave., York, Nebraska) on Tuesday March 18, 2025
All meetings are held on the main floor of the Courthouse, in the County Commissioners Room, and are open to the public. Agendas for such meetings, kept continuously current, are available for public inspection at the office of the County Clerk; however, the Board may modify the agendas at such meetings. (View agenda and Board minutes on York County web site: www.yorkcounty.ne.gov)
Mary Melby
County Clerk
York County, Nebraska
March 13, 2025
COL-NE-1600433 ZNEZ

Notice of Zoning Board Meeting
Notice is hereby given that at 5:30 p.m. on March 17th, 2025, in the York County Commissioners Room at the York County Courthouse, 510 N. Lincoln Ave., York, NE 68467, the York County Zoning Board shall hold a public hearing to discuss the ongoing comprehensive plan update for York County. The agenda will be made publicly available on the York County website at https://www.yorkcounty.ne.gov/zoning.html beginning March 10th, 2025. The public is invited to attend this meeting.
March 13, 2025
COL-NE-1600435 ZNEZ

Legals

NOTICE OF ORGANIZATION OF 2-TONS FARMS, LLC
SVEHLA LAW OFFICES, P.C., L.L.O.
Notice is hereby given that 2-TONS FARMS, LLC, a Nebraska limited liability company, has been organized under the laws of the State of Nebraska. The limited liability company was formed on March 4, 2025, and shall have perpetual existence. The general nature of its business is to engage in and do any lawful act concerning any and all lawful business for which a limited liability company may be organized under the laws of Nebraska, and for all other purposes authorized by law, to the same extent as natural persons might or could do. Its affairs shall be conducted by the Members pursuant to an Operating Agreement duly adopted by the Company. The address of the designated office is 705 Road 22, Bradshaw, NE 68319. Jenni Harrington is the company's agent for service of process. Her address is 705 Road 22, Bradshaw, NE 68319.
Kelly M. Thomas, Agent Svehla Law Offices, P.C., L.L.O. 408 N. Platte Ave., Suite A York, NE 68467 (402) 362-5506
March 13, 20, 27, 2025
COL-NE-1600438 ZNEZ

NOTICE OF PUBLIC HEARING

The Upper Big Blue Natural Resources District will hold a public hearing on March 20, 2025, at 11:00 AM at the Upper Big Blue Natural Resources District office at 319 East 25th Street, York Nebraska 68467. This hearing is for citizens to provide testimony concerning changes to the District's Rule 5 – Ground Water Management Area Rules and Regulations including the addition of Chapter 7 Large Volume Water Users rules. The proposed change recognizes preferences of use, requires a hydrologic analysis with particular requirements for any proposed qualifying well. The proposed change also includes altering the format of Rule 5. A complete copy of the revised Rule 5 and the proposed changes are available at the district office and on the district's website https://www.upperbigblue.org/rule-5-update-public-hearing or by scanning the QR code in this notice. Written comments can be mailed to or dropped at the Upper Big Blue NRD, 319 East 25th Street, York NE 68467 on or before March 21, 2025.
Persons requiring assistance or auxiliary aides to attend and/or participate in the hearing should contact the Upper Big Blue Natural Resources District at the address above or by calling 402-362-6601.
February 27, March 6, 13, 2025
COL-NE-1600413 ZNEZ

NOTICE OF MEETING
Notice is hereby given that a meeting of the Community Development Agency of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, March 20, 2025 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public.
Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held immediately following the recess of the Community Development Agency on Thursday, March 20, 2025 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the same address, during normal business hours.
Amanda Ring, City Clerk
March 13, 2025
COL-NE-1600408 ZNEZ

NOTICE OF PUBLIC MEETING
The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, March 20, 2025, at 1:30 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continually current, shall be readily available for public inspection at the same address, during normal business hours.
March 13, 2025
COL-NE-1600437 ZNEZ

Nebraska Legislature passes Uber independent contractor bill

ANDREW WEGLEY
Lincoln Journal Star

LINCOLN — Nebraska lawmakers passed a bill Monday that would define app-based ride-share and food delivery drivers as independent contractors, overcoming a filibuster to send the proposed law to Gov. Jim Pillen's desk.

Lincoln Sen. Jane Raybould, a Democrat and grocery store executive, joined 32 Republican lawmakers in Nebraska's formally non-partisan Legislature to end the Democrat-led filibuster.

Sen. Dave Wordekemper, a Republican from Fremont, joined 14 Democrats voting against the bill. Omaha Sen. Megan Hunt, a nonpartisan, was absent.

Introduced at the request of a ride-share company by Sen. Bob Hallstrom of Syracuse, Legislative Bill 229 would make clear that drivers for platforms such as Uber, Lyft and DoorDash are not employees of the companies.

Ride-share drivers are already considered independent contractors in Nebraska, but Hallstrom's bill codifies that status into law.

The proposal faced fervent opposition from most Democratic lawmakers, who argued the bill would preempt future attempts by drivers to organize, tipping the scales in favor of the companies at the expense of working Nebraskans.

Led by Sen. Danielle Conrad of Lincoln, Democrats opposed the bill during all three rounds of debate, forcing Hallstrom and his allies to overcome filibusters — a move that requires 33 votes — on the second and third rounds.

Hallstrom, meanwhile,

cast the proposal as a commonsense measure to match drivers' employment status in state law with how they've operated since Uber arrived in Nebraska a decade ago.

He and other backers of the bill noted that no ride-share drivers signaled opposition to the bill at a public hearing in January — a fact that Democrats argued wasn't indicative of drivers' stance.

"It shifts the balance of power from currently more balanced — although still in favor of these corporations — but shifts it more in the favor of the corporations and (against) these workers," Sen. John Cavanaugh of Omaha said Monday.

Omaha Sen. Terrell McKinney called it "really sad that this bill has moved" to the final round of debate.

"Are we senators for the people, or are we senators for corporations?" he said. "Are we senators for individuals to ensure that they are not being exploited, or are we for the betterment of corporate gains and profits? I think that's what we have to think about when we think about a bill like this."

Sen. George Dungan of Lincoln noted that ride-share companies have made concessions to solidify drivers' status as independent contractors in other states.

In California, voters approved a proposition exempting app-based drivers from a 2019 law guaranteeing workers protections like overtime and health insurance, but the proposition included alternative benefits for drivers, including a guaranteed minimum wage.

In Massachusetts, a yearslong court battle be-

tween the state and ride-share companies ended in a settlement last year that netted drivers a minimum

wage of \$32.50 an hour and employment benefits.

In Hallstrom's bill, no such protections exist.

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**City of York, Nebraska, Community Development Agency
Collaboration Real Estate Redevelopment Plan**

The Community Development Agency (CDA) of York, Nebraska, intends to adopt a site specific Redevelopment Plan for CDA Area #10 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for financing to assist in site acquisition, preparation, and infrastructure extension for a new limited service hotel with a minimum of 109 rooms adjacent to the Holthus Convention Center.

Executive Summary:

Project Description:

THE SITE ACQUISITION, PREPARATION AND INFRASTRUCTURE EXTENSION OF AN UNDEVELOPED PLATTED LOT IN CDA AREA #10 AND CONSTRUCTION OF A HOTEL WITH A MINIMUM OF 109 ROOMS WITH PUBLIC PARKING AND OTHER AMENITIES

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of Lot 2, Block 1, Holthus Subdivision to the city of York, York County, Nebraska, will incent a significant development near the Holthus Convention Center (the “Center”). The total project is estimated to cost \$18,353,821. The hotel will be adjacent to the Center generating additional opportunities to attract conventions to the community. Construction of this new hotel will attract additional travelers to stay in the city, provide new jobs and generate an increase in tax revenue to support the community. Without the grant of funds from tax increment financing the Redeveloper cannot generate sufficient return to justify this level of investment. This project would not be feasible without the use of TIF and will not be financed without a grant funded by tax increment financing. The CDA has documentation from the Redeveloper showing that the level of project investment yields a rate of return less than is standard for this development. (See attached Exhibit “C”).

Collaboration Real Estate, LLC, the Redeveloper, is responsible for and has provided evidence that it can secure adequate debt financing to cover the costs associated with the rehabilitation of this property, subject to receipt of tax increment financing. The CDA is requested to pledge the ad valorem taxes generated over the 15 year period, beginning with an effective date determined by a redevelopment contract or contract amendment, towards the allowable costs and associated financing for rehabilitation.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

Legal Description: Lot 2, Block 1, Holthus Subdivision to the City of York, York County, Nebraska. Tax ID No. 930199096

Existing Land Use is shown on Exhibit “A”.

The current assessed valuation of the real estate is \$197,000 (“base value”) and is taxed at \$3,270. During a 15 year period of division of taxes for tax increment financing taxes on the base value will continue to be paid to the normal taxing entities. The assessed property valuation above the base value is estimated to be \$8,600,000 as a result of the rehabilitation. Historically similar facilities have experienced significant increases in assessed valuation over time.

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Complies with the Act:

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

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

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

2. Conformation to the General Plan for the Municipality as a whole.

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

3. The Redevelopment Plan must be sufficiently complete to address the following items:

a. Land Acquisition:

The Redevelopment Plan requires site acquisition by the Redeveloper. There is no proposed acquisition by the CDA.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not require demolition but does require extensive earth work, site development and infrastructure installation.

c. Future Land Use Plan

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

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

The area is zoned C-3 Highway Commercial. No planning changes contemplated.

e. Site Coverage and Intensity of Use

Exhibit “B” shows the site as fully developed. The York County Assessor’s office shows that the site contains 1.97 acres. The Redeveloper’s TIF application indicates the site contains 2.5 acres. The structure will contain 4 stories covering approximately 120,000 square feet. The development will provide paved parking and comply with zoning regulations. It is currently intended that the parking will be public as provided in a redevelopment contract between the CDA and the Redeveloper.

f. Additional Public Facilities or Utilities

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

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

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

5. Conflict with members of the CDA.

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

6. The Act requires that the CDA consider:

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

The Redeveloper intends to purchase the property for the sum of \$471,972. Site preparation is estimated at \$792,879. The CDA will not receive any proceeds from a site sale.

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

Project financing includes \$4,588,455 in equity, a commercial loan of \$13,765,366 and a TIF grant of \$1,350,000. The TIF grant from the CDA is anticipated to be repaid from the Tax Increment Revenues generated from the project over a period of fifteen years.

c. Statement of feasible method of relocating displaced families.

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

7. The Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, the CDA shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water,

sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The CDA has considered these elements in proposing this Plan. This Plan, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring blighting conditions due to the Site's lack of utilities and other necessary improvements.

8. Time Frame for Development

Development of this project is anticipated to begin in the spring of 2025 and be substantially completed by year's end.

9. Cost Benefit Analysis

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

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

Project Sources and Uses. Based on Redeveloper's estimate of annual TIF revenues, \$2,427,000 (total of principal and interest) in public funds from tax increment financing over 15 years, provided by the York Community Development Agency, will be required to complete the project. This investment by the CDA will leverage an estimated \$13,048,495 in private sector financing; a private investment of \$7.56 for every tax dollar invested.

The grant from TIF funds of \$1,351,000 will reimburse the Redeveloper for a portion of the TIF eligible costs of the project expenditures below:

Site Acquisition	\$ 471,972
Site Prep, Utilities and Public Parking	\$ 792,880
Vertical construction	\$ 14,030,000
Soft Costs	\$ 3,058,970
TOTAL PROJECT COSTS	\$ 18,353,821

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2025, valuation of approximately \$197,000. Based on the 2024 levy this would result in a gross real property tax of approximately \$3,270. It is anticipated that the assessed value will increase by \$8,800,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$146,000 annually. Based on available data from the York County, Nebraska, Assessor, it is reasonable to assume that the valuation will increase significantly over the initial assumed valuation. The tax

increment gained from this Redevelopment Project Area would not be available for use as general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF note, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2024 assessed value:	\$ 197,000
Estimated value after completion (subject to inflation)	\$8,997,000
Increment value	\$8,800,000
Annual TIF generated (Initial estimated tax subject to division)	\$ 146,000
TIF bond issue	\$1,350,000

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

Tax shifts will be anticipated to be equal to \$2,427,000 total of principal and interest, over 15 years, on the TIF Note.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. Fire and police protection are available and should not be negatively impacted by this development.

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

This project is expected to incur approximately \$800,000 in annual payroll cost at full operation, with 22 employees.

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

This project should have no negative impact on other employers in any manner different from any other expanding business within the York area.

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

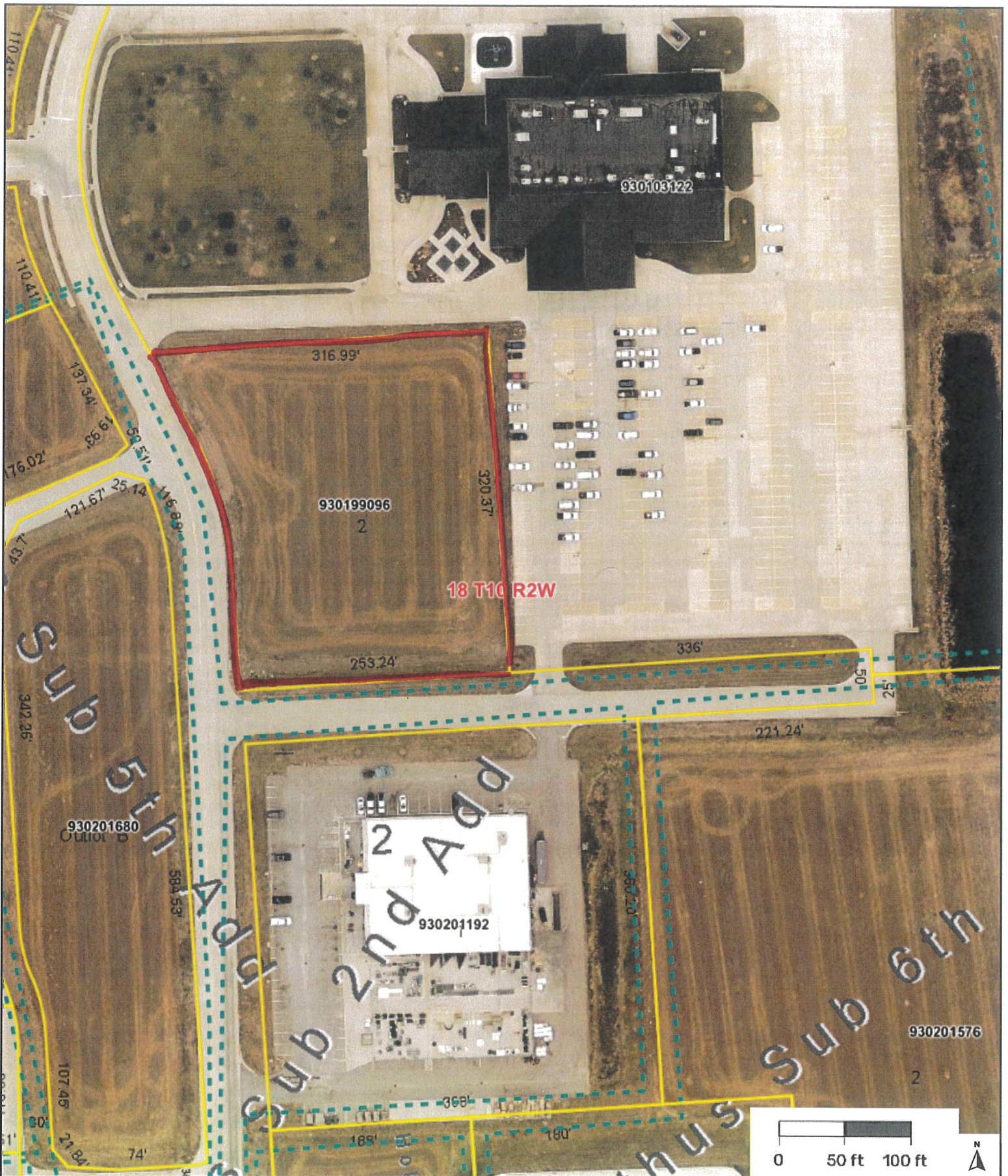
This development will have little to no impact on the York School system as it will likely not result in significant increased attendance.

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

The Project impact on annual city sales tax collection is estimated to be in excess of \$75,000 with Lodging Tax estimated to be in excess of \$150,000.

EXHIBIT "A"

CURRENT LAND USE



York County, NE

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

NOTES

2/13/2025

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT "B"

Future Land Use After Rehabilitation

Future Land Use Map



EXHIBIT "C"

PROJECT SOURCES AND USES

HOSPITALITY				
GAP Analysis		W/O TIF		W/ TIF
PROJECT COSTS				
Land Costs		471,972		471,972
Horizontal Costs		792,880		792,880
Hard Costs		14,030,000		14,030,000
Soft Costs		3,058,970		3,058,970
Total Costs		18,353,821		18,353,821
PROJECT SOURCES				
Construction Loan	75%	13,765,366	\$	13,765,366
Equity	25%	4,588,455	\$	3,236,532
TIF		\$ -	\$	1,351,923
Total Sources		18,353,821		18,353,821
OPERATING PERFORMANCE				
ADR	\$ 133.00	3,737,965		3,737,965
Other Revenue	1.0%	37,380		37,380
Total Projected Revenue		3,775,345		3,775,345
OPERATING EXPENSES				
Operating Expenses		(1,698,905)		(1,698,905)
Real Estate Tax		(146,474)		(146,474)
Mangement Fee		(113,260)		(113,260)
Required Capital Reserves		(132,137)		(132,137)
TOTAL OPEX		(2,090,776)		(2,090,776)
Net Operating Income		1,684,568		1,684,568
SENIOR DEBT				
Debt Service (8%/25yr AMT)		(1,289,523)		(1,289,523)
Net Income		395,046		395,046
ROI ANALYSIS				
Equity		\$ 4,588,455	\$	3,236,532
Net Cash Flow		\$ 395,046	\$	395,046
Return on Investment		8.61%		12.21%
DELTA				3.60%

Tax Increment Financing (TIF) is essential to the viability of this project, both in terms of economic feasibility and in providing assurance to senior lenders and investors. With TIF, the projected Return on Investment (ROI) is approximately 12.21%, which is a commercially reasonable rate for a development project of this magnitude, given the significant upfront capital requirements and inherent risks. This level of ROI instills confidence in senior lenders and investors, ensuring the project has the financial stability required to secure necessary funding. Without TIF, the ROI would drop to approximately 8.61%, which is below the 10% benchmark typically needed to justify the time, effort, and risk. Such a reduced ROI would diminish investor confidence and limit financing opportunities, ultimately making the project untenable at this location.

RESOLUTION 2025-7

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

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

Recitals:

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

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

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

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

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

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

Resolved that:

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

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

3. In compliance with Section 18-2114 of the Act, the Agency finds and determines as follows: (i) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency; (ii) the estimated cost of preparing the project site is described in the Redevelopment Plan; (iii) the method of acquisition of the real estate by the Redeveloper was by private purchase; (iv) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in an amount not to exceed \$1,350,000, the proceeds of which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper and its lender; and (v) no families or businesses will be displaced as a result of the project.

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

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

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

PASSED AND APPROVED on _____, 2025.

**COMMUNITY DEVELOPMENT
AGENCY OF YORK, NEBRASA**

Chair

ATTEST:

Secretary

EXHIBIT "A"

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lot 2, Block 1, Holthus Subdivision to the City of York, York County, Nebraska. Tax ID No.
930199096

EXHIBIT “B”

RESOLUTION OF PLANNING COMMISSION
[Attach copy of Resolution]

PLANNING COMMISSION OF
THE CITY OF YORK, NEBRASKA

RESOLUTION 2025-5

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

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

Recitals:

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

Resolved that:

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

DATED: March 11, 2025

PLANNING COMMISSION OF THE CITY
OF YORK, NEBRASKA

ATTEST:

By: Kimberly O'Stephens

Chair

By: Amanda King

Recording Secretary



EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lot 2, Block 1, Holthus Subdivision to the City of York, York County, Nebraska. Tax ID No.
930199096

EXHIBIT B

REDEVELOPMENT PLAN

[Attach Copy of Collaboration Real Estate Redevelopment Plan]

**City of York, Nebraska, Community Development Agency
Collaboration Real Estate Redevelopment Plan**

The Community Development Agency (CDA) of York, Nebraska, intends to adopt a site specific Redevelopment Plan for CDA Area #10 within the city, pursuant to the Nebraska Community Development Law (the "Act") and provide for financing to assist in site acquisition, preparation, and infrastructure extension for a new limited service hotel with a minimum of 109 rooms adjacent to the Holthus Convention Center.

Executive Summary:

Project Description:

THE SITE ACQUISITION, PREPARATION AND INFRASTRUCTURE EXTENSION OF AN UNDEVELOPED PLATTED LOT IN CDA AREA #10 AND CONSTRUCTION OF A HOTEL WITH A MINIMUM OF 109 ROOMS WITH PUBLIC PARKING AND OTHER AMENITIES

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of Lot 2, Block 1, Holthus Subdivision to the city of York, York County, Nebraska, will incent a significant development near the Holthus Convention Center (the "Center"). The total project is estimated to cost \$18,353,821. The hotel will be adjacent to the Center generating additional opportunities to attract conventions to the community. Construction of this new hotel will attract additional travelers to stay in the city, provide new jobs and generate an increase in tax revenue to support the community. Without the grant of funds from tax increment financing the Redeveloper cannot generate sufficient return to justify this level of investment. This project would not be feasible without the use of TIF and will not be financed without a grant funded by tax increment financing. The CDA has documentation from the Redeveloper showing that the level of project investment yields a rate of return less than is standard for this development. (See attached Exhibit "C").

Collaboration Real Estate, LLC, the Redeveloper, is responsible for and has provided evidence that it can secure adequate debt financing to cover the costs associated with the rehabilitation of this property, subject to receipt of tax increment financing. The CDA is requested to pledge the ad valorem taxes generated over the 15 year period, beginning with an effective date determined by a redevelopment contract or contract amendment, towards the allowable costs and associated financing for rehabilitation.

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

Property Description (the "Redevelopment Project Area")

Legal Description: Lot 2, Block 1, Holthus Subdivision to the City of York, York County, Nebraska. Tax ID No. 930199096

Existing Land Use is shown on Exhibit "A".

The current assessed valuation of the real estate is \$197,000 ("base value") and is taxed at \$3,270. During a 15 year period of division of taxes for tax increment financing taxes on the base value will continue to be paid to the normal taxing entities. The assessed property valuation above the base value is estimated to be \$8,600,000 as a result of the rehabilitation. Historically similar facilities have experienced significant increases in assessed valuation over time.

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Complies with the Act:

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

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

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

2. Conformation to the General Plan for the Municipality as a whole.

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

3. The Redevelopment Plan must be sufficiently complete to address the following items:

a. Land Acquisition:

The Redevelopment Plan requires site acquisition by the Redeveloper. There is no proposed acquisition by the CDA.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not require demolition but does require extensive earth work, site development and infrastructure installation.

c. Future Land Use Plan

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

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

The area is zoned C-3 Highway Commercial. No planning changes contemplated.

e. Site Coverage and Intensity of Use

Exhibit "B" shows the site as fully developed. The York County Assessor's office shows that the site contains 1.97 acres. The Redeveloper's TIF application indicates the site contains 2.5 acres. The structure will contain 4 stories covering approximately 120,000 square feet. The development will provide paved parking and comply with zoning regulations. It is currently intended that the parking will be public as provided in a redevelopment contract between the CDA and the Redeveloper.

f. Additional Public Facilities or Utilities

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

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

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

5. Conflict with members of the CDA.

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

6. The Act requires that the CDA consider:

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

The Redeveloper intends to purchase the property for the sum of \$471,972. Site preparation is estimated at \$792,879. The CDA will not receive any proceeds from a site sale.

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

Project financing includes \$4,588,455 in equity, a commercial loan of \$13,765,366 and a TIF grant of \$1,350,000. The TIF grant from the CDA is anticipated to be repaid from the Tax Increment Revenues generated from the project over a period of fifteen years.

c. Statement of feasible method of relocating displaced families.

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

7. The Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, the CDA shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water,

sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The CDA has considered these elements in proposing this Plan. This Plan, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring blighting conditions due to the Site's lack of utilities and other necessary improvements.

8. Time Frame for Development

Development of this project is anticipated to begin in the spring of 2025 and be substantially completed by year's end.

9. Cost Benefit Analysis

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

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

Project Sources and Uses. Based on Redeveloper's estimate of annual TIF revenues, \$2,427,000 (total of principal and interest) in public funds from tax increment financing over 15 years, provided by the York Community Development Agency, will be required to complete the project. This investment by the CDA will leverage an estimated \$13,048,495 in private sector financing; a private investment of \$7.56 for every tax dollar invested.

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Soft Costs	<u>\$ 3,058,970</u>
TOTAL PROJECT COSTS	\$ 18,353,821

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2025, valuation of approximately \$197,000. Based on the 2024 levy this would result in a gross real property tax of approximately \$3,270. It is anticipated that the assessed value will increase by \$8,800,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$146,000 annually. Based on available data from the York County, Nebraska, Assessor, it is reasonable to assume that the valuation will increase significantly over the initial assumed valuation. The tax

increment gained from this Redevelopment Project Area would not be available for use as general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF note, but would be used for eligible private redevelopment costs to enable this project to be realized.

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Increment value	\$8,800,000
Annual TIF generated (Initial estimated tax subject to division)	\$ 146,000
TIF bond issue	\$1,350,000

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

Tax shifts will be anticipated to be equal to \$2,427,000 total of principal and interest, over 15 years, on the TIF Note.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. Fire and police protection are available and should not be negatively impacted by this development.

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

This project is expected to incur approximately \$800,000 in annual payroll cost at full operation, with 22 employees.

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

This project should have no negative impact on other employers in any manner different from any other expanding business within the York area.

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

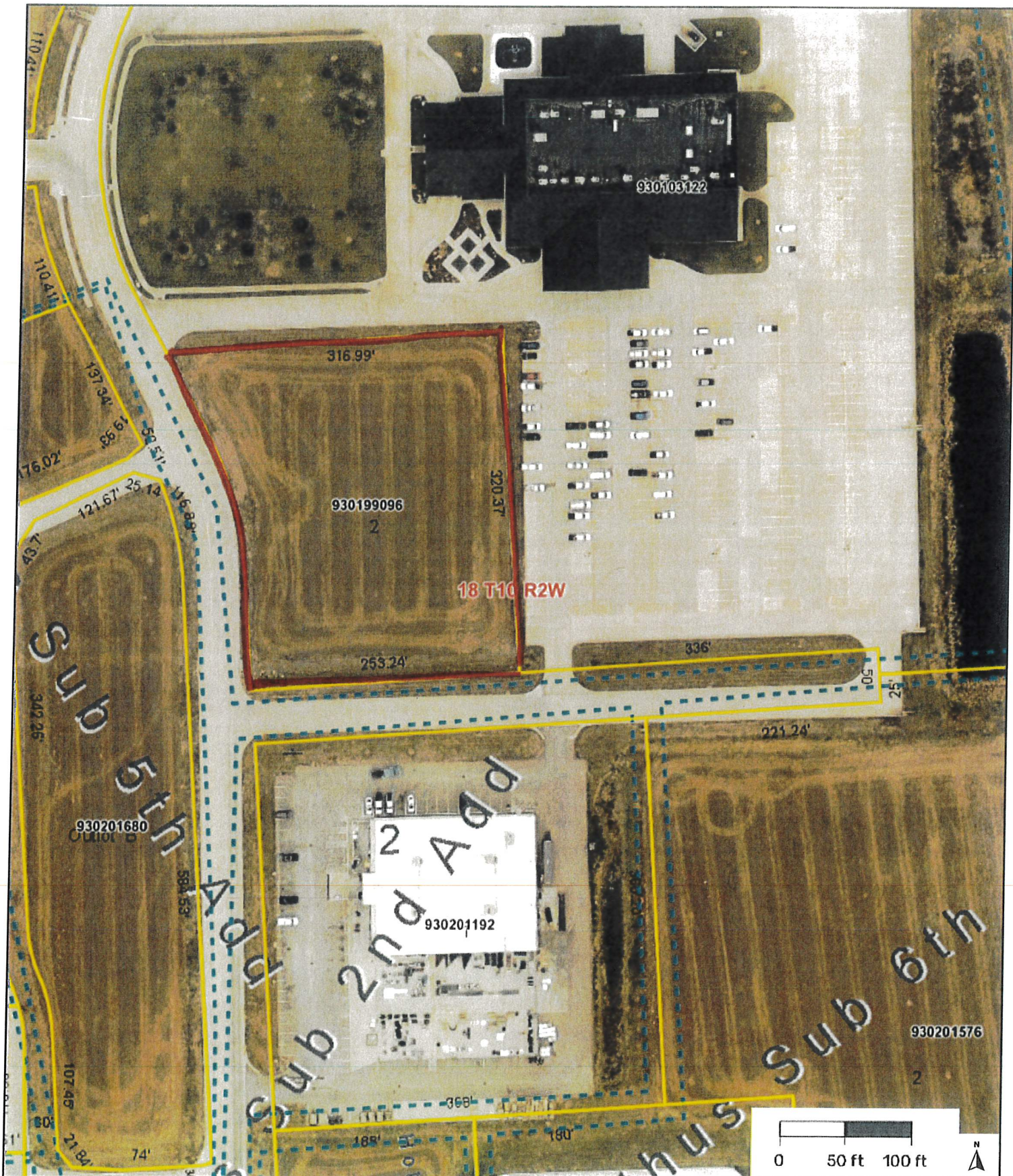
This development will have little to no impact on the York School system as it will likely not result in significant increased attendance.

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

The Project impact on annual city sales tax collection is estimated to be in excess of \$75,000 with Lodging Tax estimated to be in excess of \$150,000.

EXHIBIT "A"

CURRENT LAND USE



York County, NE

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

NOTES

2/13/2025

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT "B"

Future Land Use After Rehabilitation

Future Land Use Map

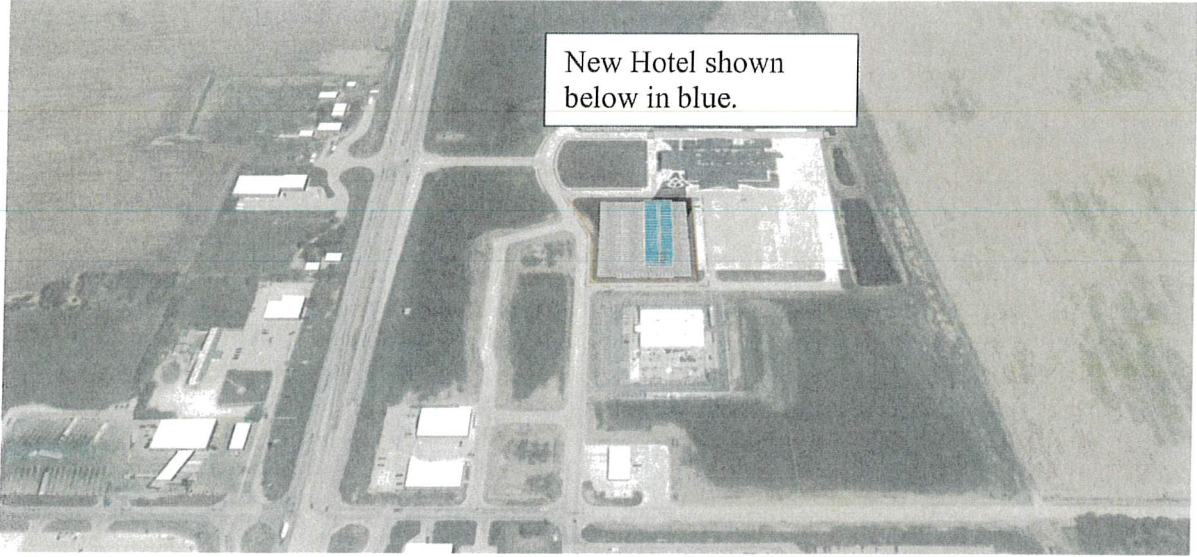


EXHIBIT "C"

PROJECT SOURCES AND USES

HOSPITALITY				
GAP Analysis		W/O TIF		W/ TIF
PROJECT COSTS				
Land Costs		471,972		471,972
Horizontal Costs		792,880		792,880
Hard Costs		14,030,000		14,030,000
Soft Costs		3,058,970		3,058,970
Total Costs		18,353,821		18,353,821
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Equity	25%	4,588,455	\$	3,236,532
TIF		-	\$	1,351,923
Total Sources		18,353,821		18,353,821
OPERATING PERFORMANCE				
ADR	\$ 133.00	3,737,965		3,737,965
Other Revenue	1.0%	37,380		37,380
Total Projected Revenue		3,775,345		3,775,345
OPERATING EXPENSES				
Operating Expenses		(1,698,905)		(1,698,905)
Real Estate Tax		(146,474)		(146,474)
Mangement Fee		(113,260)		(113,260)
Required Capital Reserves		(132,137)		(132,137)
TOTAL OPEX		(2,090,776)		(2,090,776)
Net Operating Income		1,684,568		1,684,568
SENIOR DEBT				
Debt Service (8%/25yr AMT)		(1,289,523)		(1,289,523)
Net Income		395,046		395,046
ROI ANALYSIS				
Equity		\$ 4,588,455	\$	3,236,532
Net Cash Flow		\$ 395,046	\$	395,046
Return on Investment		8.61%		12.21%
DELTA		3.60%		

Tax Increment Financing (TIF) is essential to the viability of this project, both in terms of economic feasibility and in providing assurance to senior lenders and investors. With TIF, the projected Return on Investment (ROI) is approximately 12.21%, which is a commercially reasonable rate for a development project of this magnitude, given the significant upfront capital requirements and inherent risks. This level of ROI instills confidence in senior lenders and investors, ensuring the project has the financial stability required to secure necessary funding. Without TIF, the ROI would drop to approximately 8.61%, which is below the 10% benchmark typically needed to justify the time, effort, and risk. Such a reduced ROI would diminish investor confidence and limit financing opportunities, ultimately making the project untenable at this location.

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
March 6, 2025
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: Jeff McGregor: Present, Tony North: Present, Vicki Northrop: Absent, Jeff Pieper: Absent, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, Police Chief Ed Tjaden, Asset Manager Dan Aude and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on February 27, 2025, 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 February 20, 2025 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$919.88. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$47.85. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

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

Claims

Motion to approve the claims for February 21, 2025 through March 6, 2025. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

City Administrator Report

Dr. Crawford thanked Councilmember Sheppard, her family and Cheree Folts for all of their efforts for the Creative District fundraiser that was held. She said it was a wonderful time had by all. She shared that she had just received word the Creative District will be receiving a grant for non-capital items in the amount of \$95,630.00. It will be used for items at the Auditorium and the Yorkshire Playhouse and another mural project.

Crimestoppers Presentation

Mr. William Hoefener, President of the York County Crimestoppers, presented to the Council. He shared the organization was started approximately 40 years ago. It is run by all volunteers. There has been \$115,000 donated over the course of the organization to help reward individuals who report tips on crimes that have taken place within the County. Reports are given to Crime Stoppers by local law enforcement. When a person calls in to the Crime Stoppers hotline, they are assigned a number. If it is determined the information they provided helped a case to be solved, the organization determines an amount to award. They work with an out-of-town bank, where the individual presents their number assigned to them to receive payment for their information. It is done this way to maintain anonymity. The organization is in need of volunteers who wish to be active within the organization. Donations can be mailed to PO Box 184, York, NE 68467.

Open Contract for Melanie Wilkinson

Motion to approve the open contract with Melanie C. Wilkinson to provide advertising and publicity services. Ayes with a motion by Jennifer Sheppard and a second by Stephen Postier. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Abstain (With Conflict), Scott Van Esch: Yea, Jeff McGregor: Yea.

RDG Planning and Design Inc. to update to the City's Comp Plan

The Mayor stated this process needed to be started to update the City's comprehensive plan, and it will be spread over two budget years. The City requested this process to include a lot of public input on the wants and needs for the City. Motion to approve the agreement between the City of York and RDG Planning and Design Inc. for an update to the City's Comprehensive Plan, in the amount of \$50,000. Ayes with a motion by Scott Van Esch and a second by Tony North. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Resolution 2025-4 – City Admin/Mayor to authorize purchase over \$20K

RESOLUTION 2025-4

WHEREAS, Resolution No. 2013-33 requires approval by the Council for the purchase of equipment and contracts for services that are estimated to exceed \$20,000; and

WHEREAS, when an emergency situation occurs there can be a need to purchase equipment or contract for services without prior approval by the Council.

NOW, THEREFORE BE IT HEREBY RESOLVED that if a situation arises in which compliance with the normal procurement practices provided in Resolution No. 2013-33 passed on September 19, 2013, are impractical or contrary to the public interest caused by an immediate and unexpected need, the City Administrator shall be authorized to make a purchase or contract for services with approval of the Mayor (or the Council President in the Mayor's absence) to prevent harm to life, health, safety, welfare, or property, or to avoid undue additional or substantial inconvenience or expense to the City.

Following such purchase or contract by the City Administrator the purchase or contract shall be presented to the Council for consideration and approval at its next regular meeting.

This resolution was taken to the ordinance committee, and they presented it to the Council. This is to authorize the City Administrator and Mayor or Council President to authorize purchases over \$20,000, in the case of an emergency, without prior approval by Council. Examples were given as to when this authority may be exercised. It would then be presented to Council at the meeting following the decision and justify the decision publicly. Questions were asked by the Council and discussion was had regarding when and how and why this would be used.

Motion to approve Resolution 2025-4 whereas in the case of emergencies, the City Administrator shall be authorized to approve purchases over \$20,000 with approval of the Mayor or Council President. Ayes with a motion by Tony North and a second by Scott Van Esch. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Second Reading: Ordinance No. 2382

ORDINANCE NO. 2382

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF LAND AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

The Mayor invited the public to speak on this topic. There was no public comment. The third reading will be March 20, 2025.

Ordinance No. 2383

Dan stated this ordinance is to move all contract licensing to a calendar year as opposed May 1 to April 30.

ORDINANCE NO. 2383

AN ORDINANCE TO AMEND TAX, LICENSE AND REGISTRATION PERIODS PROVIDED IN THE CODE TO MATCH THE CALENDAR YEAR AND TO AMEND SECTIONS 12-130, 12-323, 12-419, 40-70(c), 48-26(a) AND 56-100; 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. 2383. 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 Jerry Wilkinson and a second by Scott Van Esch. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Motion to approve Ordinance No. 2383, to amend tax, license and registration period provided in the code to match the calendar year. Ayes with a motion by Tony North and a second by Jeff McGregor. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Ordinance No. 2384

ORDINANCE NO. 2384

AN ORDINANCE TO AMEND CHAPTER 40, ARTICLE III, SECTION 40-70 TO CHANGE THE DATE OF THE LICENSE YEAR TO MATCH THE CALENDAR YEAR; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Dan shared this is to move the garbage/refuse hauler registration to a calendar year instead of July 1 through June 30.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2384. 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 Jennifer Sheppard and a second by Jerry Wilkinson. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Motion to approve Ordinance No. 2384, to amend Chapter 40, Article III, Section 40-70 to change the date of the license year to match the calendar year for garbage/refuse hauler. Ayes with a motion by Scott Van Esch and a second by Stephen Postier. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Ordinance No. 2385

ORDINANCE NO. 2385

AN ORDINANCE TO AMEND CHAPTER 12 OF THE YORK CITY CODE TO ENACT AN ORDINANCE TO REQUIRE THE REGISTRATION AND LICENSING OF CONTRACTORS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Dan stated this ordinance would move the language regarding contractor registration to Chapter 12. All contractors will currently be registered until January 1, 2026.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2385. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Motion to approve Ordinance No. 2385, to amend Chapter 12 to enact an ordinance to require the registration and licensing of contractors. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Consider motion to go into closed session to discuss potential option for sale of real estate

Motion to go into closed session at 6:02 p.m. to discuss potential option for sale of real estate. Ayes with a motion by Stephen Postier and a second by Tony North. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Motion to come out of closed session at 6:15 p.m. where no action was taken. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson. Vicki Northrop: Absent, Jeff Pieper: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:16 p.m.

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	3	200.20	N		
01-00110	MATHESON TRI-GAS	1	105.48	N		
01-00120	JACKSON SERVICES INC	10	625.41	N		
01-00200	NEBRASKA MACHINERY CO	6	388,588.99	N		
01-00210	EAKES OFFICE PLUS	2	327.09	N		
01-00230	CORNHUSKER STATE IND.	1	9.25	N		
01-00290	NORTH PRINTING & OFFICE S	6	2,450.46	N		
01-00340	BOUND TREE MEDICAL LLC	7	1,514.79	N		
01-00360	CITY OF YORK	3	7,281.31	N		
01-00370	CRESCENT ELECTRIC SUPPLY	1	685.87	N		
01-00400	BEAVER BEARINGCOMPANY	1	94.91	N		
01-00540	GLOBAL TECH, INC.	4	8,983.76	N		
01-00570	SUMMIT FIREPROTECTION	5	1,952.00	N		
01-00630	MUNICIPAL SUPPLY OF NE	1	623.94	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	33,646.79	N		
01-00650	NE LAW ENFORCEMENT TRAIN	1	150.00	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00710	OVERLAND SAND & GRAVEL	2	7,211.60	N		
01-00750	PIEPERS INC	4	226.84	N		
01-00780	PRESTO X COMPANY	11	699.19	N		
01-00800	BURST, LLC	25	1,317.58	N		
01-00960	GRAINGER	2	721.63	N		
01-01090	BAKER & TAYLOR, INC	6	1,951.27	N		
01-0120	RANDY BARNES	1	150.00	N		
01-01290	GRAND CENTRAL FOODS, INC.	3	143.80	N		
01-01330	JLC, INCORPORATED	3	2,029.92	N		
01-01340	KOPCHOS SANITATION, INC	9	1,252.50	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-01420	NE CHILD SUPPORT PAYMENT	1	241.96	N		
01-01470	SERVI-TECH LABORATORIES	1	175.00	N		
01-01490	NE DEPT OF REVENUE	2	9,189.60	N		
01-01510	HACH CO.	2	3,440.26	N		
01-01640	INTERNAL REVENUE SERVICE	4	55,744.17	N		
01-01650	UNION BANK	7	40,833.21	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	709.00	N		
01-01840	CORNERSTONE BANK	1	95.00	N		
01-01990	WAGNER DECORATING	1	127.97	N		
01-02010	YORK EQUIPMENT, INC.	1	80.87	N		
01-02240	OMAHA WORLD HERALD	1	192.99	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	6	2,705.41	N		
01-02560	CITYSERVICEVALCON LLC	1	31.65	N		
01-03020	MICHAEL QUBTY	1	67.45	Y		
01-03240	YORK COUNTY DEVELOPMENT C	1	30.00	N		
01-03590	PENNER'S TIRE & AUTO	1	20.41	N		
01-04050	GALLS INCORPORATED	1	371.85	N		
01-04240	NE DEPT OF REVENUE	1	12.08	N		
01-04660	NEBRASKA MUNICIPAL FIRE C	1	660.00	N		
01-05310	SAPP BROTHERS PETROLEUM,	5	2,207.20	N		
01-06410	CASH-WA DISTRIBUTING	3	1,876.81	N		
01-06630	FASTENAL	1	39.37	N		
01-06970	SCOTT A. NISSEN DBA NISSE	1	1,343.70	N		
01-07330	PUSH PEDAL PULL	1	255.96	N		
01-07620	HANSEN, DEB	1	70.00	N		
01-08060	DIBBERN MACHINE	1	65.00	N		
01-09110	HY-TEC AUTO SERVICE	2	1,521.73	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-09220	CENTRAL NEBRASKA REFRIGER	1	120.00	N		
01-1	MISCELLANEOUS VENDOR	4	939.73	N		
01-10020	YORK COUNTY REGISTER OF D	1	16.00	N		
01-10110	BADGER METER INC	1	440.40	N		
01-10790	MOGUL'S TRANSMISSION INC	1	571.16	N		
01-10840	TOTAL ADMINISTRATIVE SERV	2	4,091.39	N		
01-11160	ADAM BATTERTON	1	135.00	Y		
01-11190	MEAD LUMBER & RENTAL	2	1,122.76	N		
01-13050	LAWSON PRODUCTS	3		N		
01-13960	DANKO EMERGENCYEQUIPMENT	1	100.00	N		
01-14820	CHRISTOPHER JMULINIX	1	75.00	Y		
01-15560	OMAHA TRUCK CENTER	1	77.58	N		
01-15930	STERICYCLE INC	1	680.54	N		
01-15940	MED-TECH RESOURCE INC	3	6,061.50	N		
01-15980	HDR ENGINEERING INC	1	5,555.52	N		
01-16100	HAYS LAND SURVEYING LLC	1	1,237.99	Y		
01-16930	BRUCE WAGNER	1	345.00	Y		
01-17390	BENJAMIN J QUICK	2	285.00	Y		
01-19370	NE TECHNOLOGY & TELECOMMU	2	142.48	N		
01-19730	FELSBURG HOLT & ULLEVIG	1	3,777.77	N		
01-19890	STANEK FIREPROTECTION	1	342.00	N		
01-20850	DEARBORN LIFE INSURANCE C	1	1,710.27	N		
01-21570	CHESTERMAN CO	1	325.00	N		
01-22050	HEAVY METAL SUPPLY CO	4	184.04	N		
01-22100	SLACK AUTO SUPPLY LLC	1	22.04	N		
01-23060	ELECTRIC PUMP INC	1	663.79	N		
01-23820	MACQUEEN EMERGENCY GROUP	1	56.02	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-24090	AXIA PAYMENTS	1	19.04	N		
01-24120	FIRESPRING	2	3,024.59	N		
01-24250	JEFFERSON COMMUNITYHEALT	1	40.00	N		
01-25100	NEBRASKA RURAL RADIO ASSO	1	525.00	N		
01-25530	SAM'S CLUB MC/SYNCE	1	7,757.45	N		
01-25600	D & K PRODUCTS	1	2,130.00	N		
01-25620	YOUNG PROFESSIONALS	1	30.00	N		
01-25650	CARDMEMBER SERVICE	1	8,117.78	N		
01-26010	SOARIN GROUP	1	897.00	N		
01-26330	QUICK MED CLAIMS	1	7,939.49	N		
01-26450	STENGER PLUMBING	1	2,010.00	N		
01-26470	LANGUAGE LINC	1	49.00	N		
01-26670	MIDWEST ALARMSERVICES	1	134.38	N		
01-27210	MIDWEST AUTO PARTS INC.	8	461.99	N		
01-27670	TODAY'S BUSINESS SOLUTION	1	592.20	N		
01-27730	BENJAMIN FRANCISCO	2	120.00	Y		
01-27810	NEW SUN THEATRE COMPANY	1	100.00	N		
01-28080	FIRST NATIONALCOMPANY	1	1,000.00	N		
01-28210	LAMPE'S CLEAN AIR SPECIAL	2	2,073.00	N		
01-28540	AMAZON BUSINESS	12	1,133.24	N		
01-28570	ERIC ECKERT	2	2,100.00	N		
01-28740	AARON EDARD ALVAREZ	1	15.00	Y		
01-28750	ERIC DAVIS	2	195.00	Y		
01-29270	ALLO	5	483.91	N		
01-29320	DALLAS BRUNNING	1	61.41	N		
01-29500	AT & T MOBILITY	1	185.72	N		
01-29610	BENEFIT PLANSADMINISTRAT	1	800.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-29690	PAYMENTECH, LLC	1	3,158.87	N		
01-29780	MOTOROLA SOLUTIONS INC	1	3,120.00	N		
01-29970	AUTO ZONE	1	21.33	N		
01-29980	BOMGAARS	1	441.03	N		
01-30150	CARRIE REMMERS	1	64.00	N		
01-30460	COLLECTION ASSOCIATES	2	314.16	N		
01-30500	SIGN GYPSIES	1	79.00	Y		
01-31030	NANCY DAVIDSON	2	60.00	Y		
01-31040	JUSTIN DAVIS	1	30.00	Y		
01-31340	NE STATE PATROL	1	1,214.00	N		
01-31420	CONSTELLATION PAYMENT PRO	1	735.86	N		
01-31490	VESTIS	1	136.14	N		
01-31570	JENNA FUEHRER	1	30.00	Y		
01-31600	CREATIVE PRODUCT SOURCE I	1	403.95	N		
01-31730	UNANIMOUS INC	1	1,000.00	N		
01-32060	EMILY EGGAR	1	75.00	Y		
01-32210	INTERMEDIA.NET, INC.	1	1,967.47	N		
01-32570	GT DISTRIBUTORS, INC	1	958.00	N		
01-32580	MARUBENI AMERICA CORP	2	9,865.96	N		
01-32590	OCI	1	955.00	N		
01-32600	MILES PARTNERSHIP LLLP	1	500.00	N		
01-32610	JENNIFER SHEPPARD	1	349.00	N		
*** REPORT TOTALS ***						
		291	682,148.51			
		Payroll	194,599.82			
		Total	876,748.33			

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	: 3/07/2025 THRU 3/20/2025	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

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

DEPARTMENT REPORTS

FEBRUARY

2025

COMMUNITY CENTER
CONVENTION CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

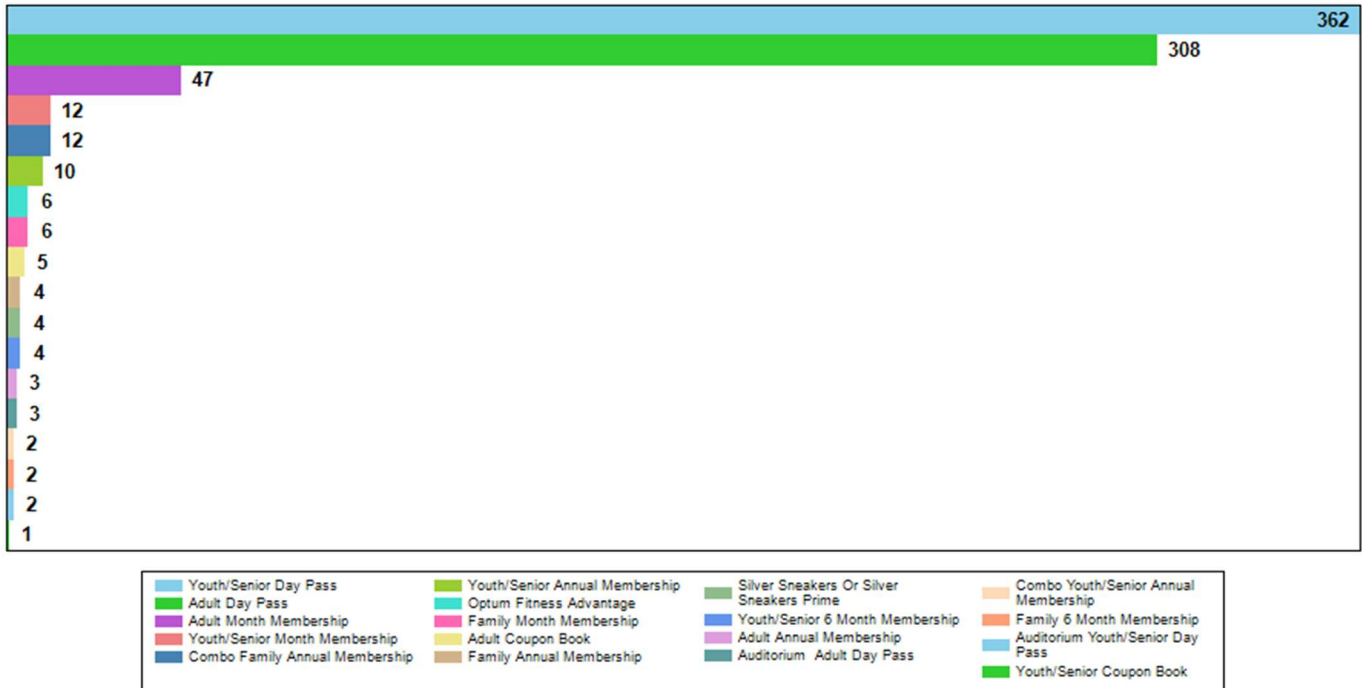
YORK PARKS & RECREATION - FEBRUARY 2025

COMMUNITY CENTER

Total Income \$21,916.20

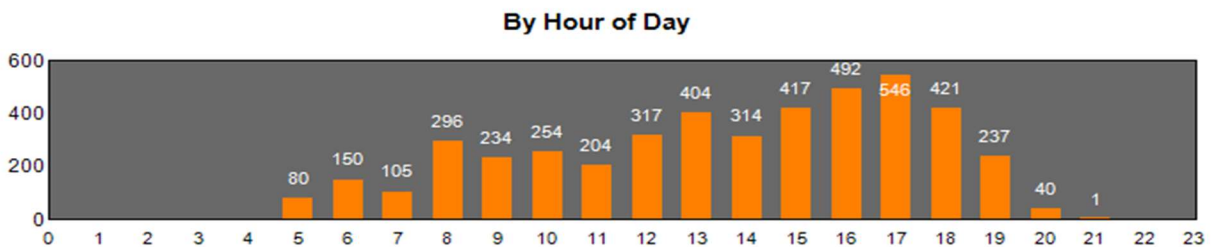
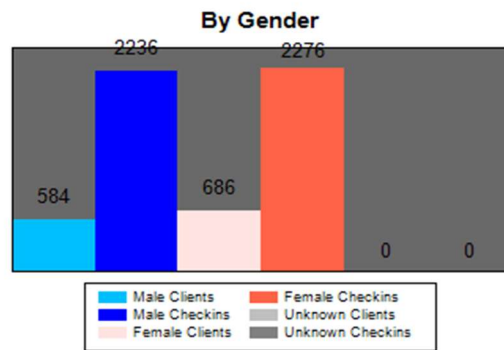
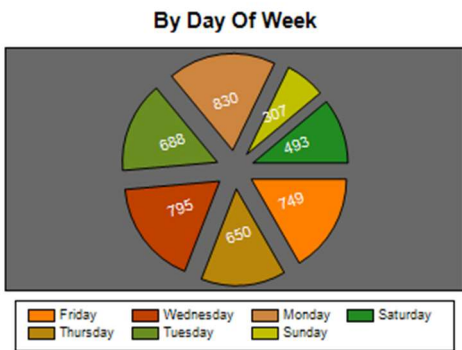
	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	Center Programs	Center Rentals	Aud Rentals	Miscellaneous	Notes
TOTALS	\$3,235.00	\$7,458.00	\$11,223.20	\$21,916.20	\$11,672.20	\$0.00	\$1,245.00	\$1,160.00	\$4,180.00	\$3,694.00	

Total Memberships/Day Passes/Coupon Books Sold: 793



Attendance by York University Students: 747

Attendance Total by Membership: 4,512



YORK PARKS & RECREATION – FEBRUARY 2025

BALLPARK COMPLEX

Total Income \$4,916.75

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Levitt Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees	Registration & Facility Fees	Split % w/	Miscellaneous	Notes
TOTALS	\$139.25	\$4,300.00	\$477.50	\$4,916.75	\$0.00	\$0.00		\$0.00	\$0.00	\$4,300.00	\$440.00	\$0.00	\$0.00	\$0.00	

SOCCER COMPLEX

Total Income \$250.00

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	Split % w/	Miscellaneous	Notes
TOTALS	\$0.00	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	

FAMILY AQUATIC CENTER

Total Income \$400.00

Total Concession Income \$0.00

	CASH	CHECK	CREDIT	FAC TOTAL	FAC Admissions	FAC Programs	Swim Team Fees	FAC Attendance		CASH	CHECK	CREDIT	FAC Concessions	TOTAL
TOTALS	\$0.00	\$400.00	\$0.00	\$400.00	\$400.00	\$0.00	\$0.00	0	TOTALS	\$0.00	\$0.00	\$0.00		\$0.00

PARKS

Total Income \$0.00

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

FACILITY USAGE BY YPR LEAGUES AND PUBLIC RESERVATIONS

Auditorium	80	Miller Park Fields	2	Park Tennis Courts	0
Community Center	74	Levitt Field	37	Ballpark Complex Fields	0
Family Aquatic Center	0	Levitt Batting Cage	30	Ballpark Complex Batting Cages	0
Soccer Complex Fields	0	Park Shelters	0	Park Volleyball Courts	0

SUPPLY WORKS ORDERS BY DEPARTMENT

Water Department	\$207.66	Auditorium	\$482.72	City Shop	\$0.00
City Offices	\$0.00	Ballpark Complex	\$0.00	Soccer Complex	\$0.00
Police Dept	\$0.00	Airport	\$0.00	Parks	\$0.00
Fire Dept	\$107.19	FAC	\$0.00		
Community Center	\$357.28	Library	\$72.20		
Total					\$1,227.05

NOTE: All Total Income figures are unofficial calculations.



February Department Report

Number of Events: 26

- Events held on 21 out of 28 days

Number of Guests: 2,139

Types of Events: Auction, Baby Shower, Banquet, Church Service/Gathering, Gala, Home Show, Meetings, Open House, Spelling Bee and Training

Highlights of the Month:

February has been a busy month, with the York General Gala, York Chamber Home Show, and the annual York County Spelling Bee all taking place once again. Alongside these major events, we've also hosted a number of meetings and training sessions for businesses and organizations in the agriculture sector throughout the weekdays.

The demolition of our lobby screen is underway, and the necessary electrical work has been completed. Installation is scheduled for the week of March 10th. While we've experienced a few HVAC issues due to the cold weather, Rasmussen has been quick to respond, ensuring the facility stays heated when needed—fortunately, none of the issues have been major. Additionally, we've switched our Fiber internet service to ALLO, which will save us approximately \$6,000 annually.

**Terri Carlson | Director
Holthus Convention Center**





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

York Fire Department

February 2025 Monthly Report

The York Fire Department responded to 133 calls in February 2025. We had 14 fire calls, 6 auto alarms without fire, 4 outside or field fires, 1 chimney fire with no damage, 1 power line down, and 2 dispatched to fires but canceled in route. We also made 90 911 EMS calls for the month and 30 transfers to larger hospitals for specialty care. We are continuing to monitor the issuance of burn permits. We are parched even with the little bit of snow we have received in the last week.

Events for the month revolved around our E board meetings. The E board is the leadership of our volunteer firefighters, along with the on-duty captain and myself. We have been going through the volunteers' constitution and bylaws to update things. The volunteer's election is coming up at the April meeting, and we need to make sure these changes are done and approved at this meeting. Our volunteer fire officers are not just elected by popularity vote. There are certain requirements for our volunteer members to run for an office. The Fire Chief did attend the League of Municipalities Fire Chiefs meeting that was held in Lincoln on the 25th. A presentation of the capabilities of Nebraska Task Force One was presented, and how to activate them. There was talk of the fire department personnel medical physicals, and the costs, and a possible solution. There were various meetings concerning the fire station build.

Training for the month involved teaching CPR to the members that needed it. We started a confined space rescue class taught through the Nebraska State Fire Marshal Training Division staff. FF Wika continues his Firefighter 1 class. We have been doing our homework for the Calm the Chaos online learning. Our medic students are continuing their classes with CCC in Grand Island. They have been doing some clinicals. We had 279 hours of training for the month.

Respectfully submitted,

Anthony Bestwick
York Fire Chief

Kilgore Memorial Library
Director's Report
Prepared for March, 2025
York City Council meeting

1. The Elmer Kent Bedient Gallery is currently filled with art work from the York Middle School art classes taught by Randy Howell. If you, or anyone you know, has a collection they are willing to share in our display case or gallery wall, let us know at the library!
2. The library is hosting Omaha author, Lydia Kang, on Saturday, March 8, at 2:00 pm. This Nebraska author writes in genres for adults in non-fiction, poetry, fiction, and most exciting she has written books for the Star Wars series.
3. Another series of events the library staff are hosting this year are through a partnership with Indi Lens Pop Up. This company applies for rights to host prescreening events at public venues of documentaries scheduled to be air on Public Television throughout the year. Kilgore Library was accepted as a partner of this program in 2025. Our next viewing is scheduled for Monday, March 24, at 6:00 pm. This month we will see *We Want the Funk*, when Stanley Nelson's syncopated voyage through the history of funk music, from the early roots to 1970's urban funk and beyond will be shown.
4. Kilgore Library is hosting a Community Focus Group Day on Tuesday, March 25. Three times are available for community members to come and share their insights and needs for collections and space use needs for the foreseeable future.
5. Quintin Corwin, along with library staff members, Tyler Nelsen and Hattie Lee, are setting up equipment and establishing protocols for using the makerspace equipment we have. Quinten has sent invitations to a select group to slowly start working with the public in this new environment for the library. A grand opening will follow in the coming months.
6. Library staff members, led by Carol Baker, are working to create an exciting Summer Reading Club for readers of all ages this summer. Details will be available at the library booth during the Youth Involvement Fair on March 20.

Respectfully submitted by,



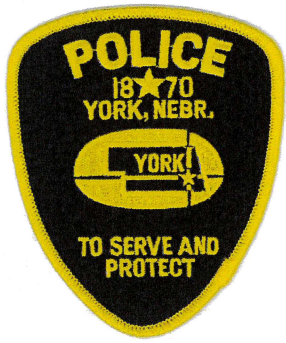
Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	March 2025	April 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Year to Date
Added to Physical Collections	259	312	233	327	205								1,336
Added to E-Book Collections	449	506	503	431	416								2,305
Physical item circulation	5,646	4,967	5,009	5,365	5,169								26,156
E-books Circulations	2,074	2,019	2,130	2,498	2,176								10,897
New Patrons	159	132	144	220	150								805
Public Computer logins	771	587	555	571	505								2,989
Door Count	3,907	3,537	3,187	3,215	3,153								16,999
Website visits	838	935	1,481	1,700	1,219								6,173
Meeting Room Use	1,442	661	373	419	439								3,334

Data Type	Total 2024	Total 2023	Total 2022
Physical Collections	55,576	59,885	62,255
E-Book Collections	76,651	63,283	59,624
Physical item circulation	66,080	62,261	63,625
E-book Circulations	27,194	20,693	17,362
Registered Borrowers	4,766	4,502	4,077
Public Computer logins	7,934	7,112	6,849
Door Count	39,785	36,610	36,648
Website visits	12,943	36,979	47,270
Meeting Room Use	6,613	5,738	5,239

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



York Police Department

315 North Grant Ave.
York, Nebraska 68467

Monthly Activity Summary Report February 2025

Total Calls for Service: 733

Types of Calls:

Accidents:	27
Adult/Child Abuse Investigations:	38
Alarms/Security Checks:	71
Animals:	33
Assaults:	19
Assist Outside Agencies:	5
Community Services:	56
Disturbances/Disorderly Conducts:	18
Health/Enumerations:	13
Larceny/Thefts:	21
Traffic:	120
Vandalism/Criminal Mischiefs:	7
Welfare/Mental Health	24

Enforcement Activity:

Criminal Arrest/Citations:	37
Traffic Citations:	34
Traffic Warnings:	126
Health Violations:	7

Miles Patrolled: 9186

Additional Information:

February was a strong community involvement month at the police department. We handled several safety presentations at local schools and daycares, teaching students about stranger danger and helping to build trust and communication. We were also proud to provide security and provide a strong school/community presence at the Larry the Cable Guy comedy show, and to bolster community support for city assets with a presence at Friends of the Library Uncorked event. Officers also attended ASIST training put on by the JJ Vanderheiden Memorial Foundation which was to provide awareness and prevention of suicide.



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

February — 2025

STREET DEPARTMENT

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

Street	159	Airport	0	Park	5	Fire	0
Police	2	Landfill	0	Wastewater	9	Water	7

The street sweeper did not operate in February.

Other major labor activities included:

Job	Hours
General maintenance	252
Shop cleaning	12
Property maintenance	8
Snow removal	749
Mowing/weed control	0
Tree/shrub maintenance	38
Sidewalk repair	0
Right-of-way maintenance	0
Gravel street/alley maintenance	4
Paved surface maintenance	191
Storm sewer repair	0
Traffic signing/signal installation/repair	78
Trash removal	17
Building maintenance	3
Lane & curb painting	35
Equipment services	1
TOTAL	1388

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Property maintenance	8
Mowing/weed control	0
Tree/shrub maintenance	106
Ball field maintenance	87
Playground equipment maintenance	0
Trash removal	7
General maintenance	8
TOTAL	216

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

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

WASTEWATER TREATMENT PLANT

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

	Last Month	2025	2024	Units
Total flow	28,795,863	26,290,693	20,221,152	gallons
Average flow/day	959,862	938,953	697,281	gallons
Average flow/person	119.98	117.37	87.16	gallons
Grit and screenings to landfill	117.24	2.32	87.12	tons
Bio solids wasted	1.151058	1.150411	1.345227	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	152
Building maintenance	58
Sewer system maintenance	61
Property maintenance	54
One-call locates	17
Laboratory testing	71
Equipment maintenance	152
Sludge removal	0
Snow removal	27
TOTAL	592

WATER DEPARTMENT

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

	Last Month	2025	2024	Unit
Total water pumped	23,442,000	21,002,000	23,191,000	gallons
Total water billed	18,308,828	22,686,480	22,739,393	gallons
Average use per day	756,194	677,484	748,097	gallons
Average use per person	95	85	94	gallons
Total electricity used	200,889	182,858	57,856	kW
Pumps yield	117	115	401	gallons/kW
Peak pumping date	28 th	28 th	9 th	
Peak amount	869,000	873,000	1,159,000	gallons

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

	2025	2024
Water bills	1814	1806
Sewer bills	1765	1765
New taps	0	0
Service leaks	0	2
Main leaks	1	0
Diggers Hotline calls	69	191

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	37
Distribution maintenance	142
Property maintenance	30
One-call locates	17
Meter reading	32
Final notice collection	2
Pump/well maintenance	0
General maintenance	14
TOTAL	274

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2025		2024	
	Trips	Tons	Trips	Tons
Landfill	608	1653.43	677	2228.33
C & D	81	326.53	154	292.11
Transfer Station	60	22.49	250	68.76
Brush Pile	37	54.93	43	59.08
Tire Pile	0	0.00	2	0.00
Metal Roll-off	0	0.00	0	0.00
Total	786	2057.38	1126	2648.28

Revenue collected during February totaled \$149,280.30. The same period last year totaled \$154,165.00.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	150
Landfill Equipment	532
Wind screen & litter control	0
Recycling Act	0
System maintenance	8
TOTAL	690

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	104
Building maintenance	0
Mowing/weed control	0
TOTAL	104

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	1388	43	8.7
Parks/Com Center/Aud/FAC	242	7	1.5
Landfill	690	21	4.3
Wastewater	592	18	3.7
Water	274	8	1.7
Airport	104	3	0.7
TOTAL	3290	100	20.6

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2025	2024	Permits Issued:	2025	2024
Building	32	31	Building	11	20
Electrical	26	39	Electrical	8	7
Plumbing	11	12	Plumbing	5	1
Mechanical	7	16	Mechanical	4	3
Nuisance	3	0	Curb/Street	0	1
Total	79	98	Total	28	32

Eleven (11) permits were issued in February for a value of \$770,372.00, which brings the total for the year to \$4,574,737.00. (See attached.)

Permits of note issued:

• Stephanie Schroeder	New Single-Family Dwelling	\$250,000.00
• Ben Nienhueser	New Single-Family Dwelling	\$240,000.00
• Ben Nienhueser	New Single-Family Dwelling	\$240,000.00

Building Permits issued in February 2025

04-Mar-25

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
102043	Daryl Krause	3816 N Division Ave		Remodel, Framing, Foundation	30,000.00
102047	Nick Littlejohn	711 W Elm St		Demolish Building	0.00
102048	David Reetz	211 E 16th St		Remodel Bathroom, Move Electrica	1,500.00
102053	Sergio Hernandez Acevedo	619 W 7th St		Gazebo	500.00
102054	York University	1612 E 12th St		Sign	
102044	Stephanie Schroeder	919 W Nobes Rd	Lot 8 Nienhueser 1st Addition York NE	New Single Family Residence	250,000.00
102045	Ben Nienhueser	907 W Nobes Rd	Lot 2 Replat of Lot 9 Nienhueser 1st Addition York	New Single Family Residence	240,000.00
102046	Ben Nienhueser	915 W Nobes Rd	Lot 1 Replat of Lot 9 Nienhueser 1st Addition York	New Single Family Residence	240,000.00
102057	Western Oil II	3711 S Lincoln Ave		Demolish	
102056	Scott - Hourigan	124 W Nobes Rd		Demolish	
102055	Bob Roth	1611 N Grant Ave		Reroof	8,372.00

\$770,372.00

Permits Issued: 11

**CITY OF YORK
CASH BALANCES
for the Month of February 2025**

Fund #	Fund	10/1/2023 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$4,264,873.70	\$803,282.98	\$7,970,805.56	\$1,155,249.16	\$7,242,296.89	\$4,993,382.37
	American Rescue Plan Act	\$20,934.06	\$0.00	\$0.00	\$0.00	\$0.00	\$20,934.06
10-102	Auditorium	\$0.00	\$23,383.47	\$115,945.64	\$47,631.83	\$112,775.99	\$3,169.65
10-103	Park	\$51,100.00	\$100,074.83	\$367,076.75	\$85,464.56	\$289,937.60	\$128,239.15
10-104	Police	\$49,856.00	\$262,218.68	\$1,315,610.15	\$270,194.73	\$1,251,488.90	\$113,977.25
10-105	Community Center	\$0.00	\$79,811.21	\$390,661.12	\$80,090.13	\$322,897.18	\$67,763.94
10-106	Aquatic Center	\$0.00	\$26,767.88	\$132,239.40	\$23,745.84	\$78,234.43	\$54,004.97
10-110	Senior Center	\$0.00	\$1,928.46	\$9,642.30	\$910.98	\$6,923.40	\$2,718.90
10-201	Convention Center	\$0.00	\$53,620.58	\$338,427.86	\$99,341.03	\$305,086.97	\$33,340.89
10-111	Ball Field	\$0.00	\$38,640.66	\$214,253.79	\$53,152.24	\$228,457.22	(\$14,203.43)
10-112	Museum	\$0.00	\$10,023.83	\$50,154.15	\$9,757.83	\$54,763.24	(\$4,609.09)
10-113	Soccer Complex	\$25,000.00	\$25,842.29	\$94,465.82	\$7,902.31	\$98,293.08	\$21,172.74
13	User Fees	\$25,587.85	\$0.00	\$1,710.00	\$0.00	\$124.40	\$27,173.45
22	Ambulance	\$42,917.30	\$194,895.55	\$1,040,269.87	\$128,624.52	\$1,043,260.25	\$39,926.92
22	Fire	\$0.00	\$57,807.69	\$268,614.68	\$124,731.98	\$296,649.71	(\$28,035.03)
23	Capital Projects Sinking	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00	\$2,000,000.00
24	Library	\$0.00	\$71,127.40	\$365,187.42	\$74,942.04	\$334,810.68	\$30,376.74
14-000	General Capital-Non-Dept.	\$59,199.08	\$0.00	\$0.00	\$0.00	\$78,762.73	(\$19,563.65)
14-146	General Capital - Parks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-147	General Capital - Ballpark	\$58,818.83	\$0.00	\$406.44	\$0.00	\$59,225.27	\$0.00
14-148	General Capital - Soccer	\$5,071.44	\$0.00	\$35.02	\$0.00	\$5,106.46	\$0.00
14-149	General Capital - Levitt	\$54,265.68	\$0.00	\$394.90	\$0.00	\$54,660.58	\$0.00
14-221	General Cap - Ambulance	\$2,036,751.58	\$4,683.44	\$2,553,067.65	\$264,759.45	\$948,142.13	\$3,641,677.10
14-222	General Capital - Fire	\$2,036,751.65	\$4,683.43	\$2,553,067.64	\$264,759.45	\$948,142.08	\$3,641,677.21
General Balances		\$8,731,127.17	\$1,758,792.38	\$19,782,036.16	\$2,691,258.08	\$13,760,039.19	\$14,753,124.14
11	Keno	\$1,758.16	\$2.76	\$33.91	\$1,792.07	\$1,792.07	\$0.00
20	Aviation	\$226,641.98	\$18,545.73	\$119,462.72	\$68,257.03	\$144,699.84	\$201,404.86
31	Fire Pension	\$0.00	\$19,896.21	\$99,628.88	\$19,172.87	\$105,065.63	(\$5,436.75)
30	Police Pension	\$0.00	\$9,780.43	\$48,836.17	\$8,325.16	\$49,331.75	(\$495.58)
32	911 Surcharge	\$16,829.12	\$23.99	\$1,834.41	\$0.00	\$3,085.00	\$15,578.53
33	Health Insurance	\$1,708,408.78	\$155,206.41	\$812,388.11	\$183,827.88	\$762,040.62	\$1,758,756.27
Total Tax Funds		\$10,684,765.21	\$1,962,247.91	\$20,864,220.36	\$2,972,633.09	\$14,826,054.10	\$16,722,931.47
50	Street	\$4,590,669.19	\$212,047.30	\$1,193,087.01	\$219,114.77	\$4,714,571.09	\$1,069,185.11
70	Landfill-Cash & Invest	\$3,692,209.04	\$155,746.59	\$939,205.73	\$201,797.95	\$653,489.42	\$3,977,925.35
	Landfill-Operations	\$112,807.75	\$161,789.82	\$455,675.45	\$161,789.82	\$455,675.45	\$112,807.75
	Landfill-Debt Service	\$286,402.92	\$40,008.13	\$197,813.97	\$0.00	\$444,208.75	\$40,008.14
78	Old Landfill Closure	\$13,101.33	\$0.00	\$172.46	\$0.00	\$0.00	\$13,273.79
79	Landfill Post Closure	\$3,202,615.29	\$0.00	\$42,158.70	\$0.00	\$0.00	\$3,244,773.99
	C&D Site Closure/Post Clo	\$252,634.94	\$0.00	\$3,325.04	\$0.00	\$0.00	\$255,959.98
75	Landfill Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Non-Tax Funds		\$ 12,150,440.46	\$ 569,591.84	\$ 2,831,438.36	\$ 582,702.54	\$ 6,267,944.71	\$ 8,713,934.11
12	CDBG Repurpose Projects	\$0.00	\$259,606.98	\$259,606.98	\$0.00	\$805.00	\$258,801.98
12	CDBG Revolving Loan	\$89,920.65	\$18.44	\$73.14	\$91,041.71	\$91,041.71	(\$1,047.92)
12	Housing Grant - Federal Func	\$123,217.39	\$2,399.05	\$83,184.93	\$0.00	\$73,476.04	\$132,926.28
12	Buy Rehab Sell	\$168,422.17	\$36.94	\$143.10	\$168,565.27	\$168,565.27	\$0.00
18	Creative District	\$236.58	\$3,432.64	\$8,413.58	\$798.58	\$2,348.58	\$6,301.58
60	Federal Proj (Blackburn Br)	\$741.86	(\$127.98)	(\$1,788.82)	(\$16,812.50)	\$50,437.50	(\$51,484.46)
60	Shadow Brook Project	(\$14,374.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,374.68)
60	Concrete Panel/Asphalt Proj	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19-192	Land Acq - Indust. Park	\$207,422.81	\$589.68	\$52,430.77	\$8,131.50	\$20,131.50	\$239,722.08
19-193	Land Acq - Right-of-ways	\$21,561.20	\$0.00	\$0.00	\$0.00	\$0.00	\$21,561.20
19-194	Land Acq - Parks	\$67,361.72	\$0.00	\$0.00	\$0.00	\$0.00	\$67,361.72
16	Total Bond Funds	\$721,836.79	\$84,061.38	\$426,553.06	\$0.00	\$920,903.75	\$227,486.10
40	Total TIF Funds	\$450,238.48	\$711.72	\$21,092.13	\$5,489.00	\$10,056.93	\$461,273.68
Total Misc. Funds		\$ 1,836,584.97	\$ 91,121.87	\$ 590,101.89	\$ 257,213.56	\$ 1,336,961.28	\$ 1,348,527.56
Total All Funds		\$ 24,671,790.64	\$ 2,622,961.62	\$ 24,285,760.61	\$ 3,812,549.19	\$ 22,430,960.09	\$ 26,785,393.14

LB 357 Cash Available	(from Page 2)	\$2,004,765.19
Wastewater Cash Available	(from Page 3)	\$5,226,064.05
Water Cash Available	(from Page 3)	\$10,465,905.63
		<u>\$ 44,482,128.01</u>

City of York
LB 357 Funds Summary

	<u>31-Jan-25</u>	<u>28-Feb-25</u>
LB 357 Funds Allocation		
Cash Balance	\$16,934,264.42	\$17,090,940.88
Less: Quiet Zone	(\$1,496,028.97)	(\$1,500,697.44)
School-Owned Properties	(\$1,116,730.34)	(\$1,116,730.34)
Ball Field	(\$9,874,685.69)	(\$9,874,685.69)
City-Owned Properties	(\$2,594,062.22)	(\$2,594,062.22)
	<hr/>	<hr/>
Total Cash Available	\$1,852,757.20	\$2,004,765.19
Less Restricted Funds		
Debt Service	(\$576,296.48)	(\$720,370.60)
Debt Service Reserve	\$0.00	\$0.00
	<hr/>	<hr/>
Total LB 357 Funds	<u>\$1,276,460.72</u>	<u>\$1,284,394.59</u>

City of York Public Works Summary

	31-Jan-25	28-Feb-25
Wastewater		
Cash Balance	\$5,072,242.69	\$5,226,064.05
Less: Construction Fund	\$0.00	\$0.00
Total Cash Available	\$5,072,242.69	\$5,226,064.05
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$121,627.38)	(\$243,254.76)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
Total Unrestricted Funds	\$4,950,615.31	\$4,982,809.29
 Water		
Cash Balance	\$9,050,765.61	\$9,163,972.34
Less: Construction Fund	(\$7,231.09)	(\$15,877.34)
Add: Farm Management Acct	\$1,317,349.84	\$1,317,810.63
Total Cash Available	\$10,360,884.36	\$10,465,905.63
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$209,616.62)	(\$269,541.90)
Debt Service Reserve	(\$266,500.00)	(\$266,500.00)
Total Unrestricted Funds	\$9,884,767.74	\$9,929,863.73
 Landfill		
Cash Balance	\$7,650,792.23	\$7,644,749.00
Less: Construction Fund	\$0.00	\$0.00
Total Cash Available	\$7,650,792.23	\$7,644,749.00
 Less Restricted Funds		
Operations	(\$112,807.75)	(\$112,807.75)
Debt Service	(\$0.01)	(\$40,008.14)
All Closure Funds	(\$3,514,007.76)	(\$3,514,007.76)
Total Unrestricted Funds	\$4,023,976.71	\$3,977,925.35

City of York
for the Month of February 2025

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:				
General	\$4,993,382.37	31,214.59	\$4,962,167.78	Restricted - YCF (Parks, Police) & Police
ARP Act \$	\$20,934.06	\$20,934.06	\$0.00	Restricted grant money
Senior Center	\$2,718.90		\$2,718.90	
Police	\$113,977.25	\$49,856.00	\$64,121.25	Restricted - Federal equitable sharing m
Community Center	\$67,763.94		\$67,763.94	
Park	\$128,239.15	\$51,100.00	\$77,139.15	Mincks Park splash pad donations & gra
Auditorium	\$3,169.65		\$3,169.65	
Convention Center	\$33,340.89		\$33,340.89	
Aquatic Center	\$54,004.97		\$54,004.97	
Ball Park	(\$14,203.43)		(\$14,203.43)	
Museum	(\$4,609.09)		(\$4,609.09)	
Soccer Complex	\$21,172.74	\$ 25,000.00	(\$3,827.26)	Lighting project
Total	\$5,419,891.40	\$178,104.65	\$5,241,786.75	
13 User Fees	\$27,173.45		\$27,173.45	
14 General Capital Projects	\$7,263,790.66	\$7,263,790.66		Bonded project - Fire Station
22 Fire/EMS	\$11,891.89	\$63,095.11	(\$51,203.22)	Restricted - York Community Foundation
24 Library	\$30,376.74		\$30,376.74	
30 Police Pension	(\$495.58)		(\$495.58)	
31 Fire Pension	(\$5,436.75)		(\$5,436.75)	
Total General	\$12,747,191.81	\$7,504,990.42	\$5,242,201.39	
50 Street	\$1,069,185.11	\$1,069,185.11		
20 Aviation	\$201,404.86	\$201,404.86		
16 Debt Service	\$227,486.10	\$227,486.10		
15 LB 357	\$2,004,765.19	\$2,004,765.19		
23 Capital Projects Sinking	\$2,000,000.00	\$2,000,000.00		
60 Capital Projects	(\$65,859.14)	(\$65,859.14)		
12 CDBG	\$390,680.34	\$390,680.34		
18 Creative District	\$6,301.58	\$6,301.58		
11 Keno	\$0.00	\$0.00		
19 Sinking	\$328,645.00	\$328,645.00		
32 E911	\$15,578.53	\$15,578.53		
40 TIF	\$461,273.68	\$461,273.68		
Total Governmental	\$19,386,653.06	\$14,144,451.67	\$5,242,201.39	
70 Landfill:				
Landfill	\$3,977,925.35		\$3,977,925.35	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$40,008.14	\$40,008.14		Bond Requirements
Old Landfill Closure	\$13,273.79	\$13,273.79		
Landfill Closure/Post	\$3,244,773.99	\$3,244,773.99		
C&D Site Closure/Post	\$255,959.98	\$255,959.98		
Construction	\$0.00		\$0.00	
Total Landfill	\$7,644,749.00	\$3,666,823.65	\$3,977,925.35	
80 Wastewater	\$5,226,064.05	\$243,254.76	\$4,982,809.29	Bond Requirements
90 Water	\$10,465,905.63	\$536,041.90	\$9,929,863.73	Bond Requirements
Total Enterprise	\$23,336,718.68	\$4,446,120.31	\$18,890,598.37	
33 Heath Insurance	\$1,758,756.27	\$1,758,756.27		Assigned for insurance claims needs
Total City	\$44,482,128.01	\$20,349,328.25	\$24,132,799.76	



York Police Department Annual Report

2024

Mission:

The York Police Department exists to serve and protect the citizens of York professionally and without prejudice and strives to be reflective of and responsive to the values of the community.

Values:

Integrity: Being honest, trustworthy and doing the right thing in a reliable way. A personality trait we admire, since it means a person doesn't waver regardless of the circumstances.

Courage: The moral and mental strength to do what is right, with confidence and resolution, even in the face of temptation or adversity to meet the demands of our profession.

Respect: To demonstrate regard to our community and co-workers. Esteem towards another individual and their skills, opinions, beliefs, ideas and culture.

Message from the Chief:

January, 2025

Mayor, Council Members, and Citizens of York:



I am proud to once again present to you the York Police Department's annual report. 2024 was another positive and busy year for YPD; we saw another increase in our overall calls for service (9% this year), increased our pro-active community contacts and enforcement, and completed more than 2,700 hours of training/education.

The department has seen steady increases in motor vehicle accidents in recent years, with 2024 accidents rising 11 percent to 291 total. In response to these increases, we have challenged officers and sergeants to increase awareness with more traffic contacts/stops. In 2024 the York Police Department made 2,638 traffic stops while patrolling the city's 6 square miles. These numbers may seem high for a community our size, but bear in mind that on an average day, nearly 9,000 vehicles exit from Interstate 80 into York, and at least another 4,000 from other arterials such as Highway 34 (*NE DOT Traffic figures ADT Counts Map).

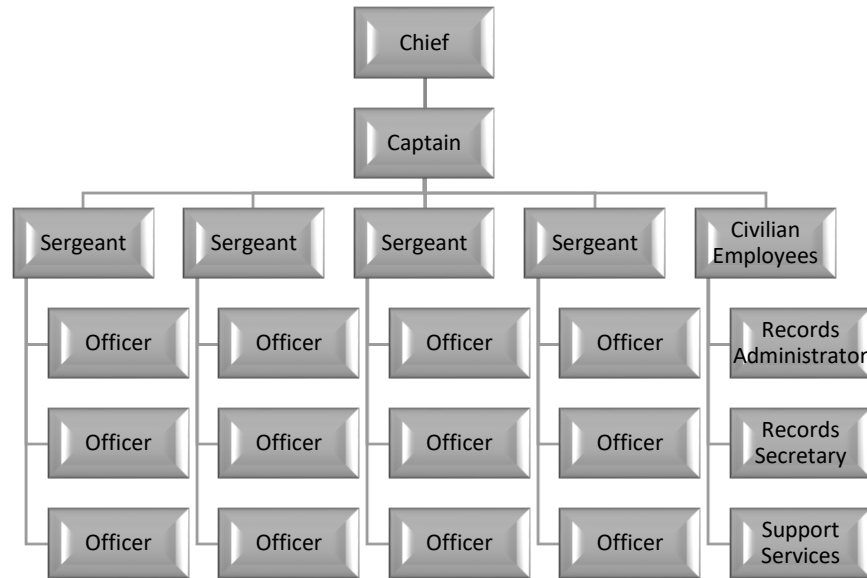
Staffing is a prominent challenge in law enforcement nationwide, and we are proud to say that YPD is fully staffed. We currently have two recruits attending the Nebraska Law Enforcement Training Center who are expected to complete that training and their YPD field training and be on the road by next Fall. I also want to offer a big congratulations shout-out to Officer Todd Kelly who retired this year after more than 35 years of service to the department. His calm demeanor and vast knowledge are sorely missed.

I also want to take a minute to direct your attention to the achievement's page at the end of this report. Captain Russ Coffey and Records Manager Deb Hansen put together a nice overview of the things we're doing beyond calls for service.

The men and women of the York Police Department work hard each and every day to protect, serve, and embrace our community. I am proud of the changes we've made and our accomplishments, and cannot think of a team I'd rather work with.

Edward Tjaden
Chief of Police

Organizational Chart:



Chief Ed Tjaden

Captain Russ Coffey

Sergeants

- Brit Koch
- Ben Rodenborg
- Jeff Brown
- Nick Shumway

Officers

- Riley Friesen
- Brandon Mount
- Bricen Bates
- Stephanie Schroeder
- Brandon Koch
- Dallas Bruning
- Taylor Keller
- Justin Pachner
- Kyle Mostrom
- Sam Bowman
- David Wobken-Recruit
- Maria Geesaman-Recruit

Civilian

- Deb Hansen-Records Admin.
- Christi Payne- Records Secretary
- Jackie Weber-Support Services

Calls for Service:

Calls for service refer to the requests made to the police department by the public for assistance with various issues, requests or emergencies. This information helps with understanding and visualizing the demands for police service and how our agency responds. 2022 represented a 9% increase, 2023 denoted a 6% increase, and 2024 had a 9% increase. We are seeing a trend in the rise of the request for police services.

Calls for Service-CFS:			
	2022	2023	2024
Totals	8330	8808	9636

The following data gives us a better understanding/overview of the various types of calls officers respond to throughout the course of their work.

Calls for Service-CFS:			
	2022	2023	2024
Welfare Checks/Mental Health	302	314	293
Animal Calls	565	590	582
Enumerations (Health)	268	192	203
Special Services	283	333	560
School Checks	61	132	115
Alarms	184	221	170
HHS/APS Intakes/Invest.	277	215	270
Assaults	65	57	61
Larceny/Thefts	188	317	299
Vandalism -Criminal Mischief	63	107	69



Criminal Enforcement:

In managing public safety and maintain public order the police department apprehends and detains individuals suspected of criminal offenses. This is an overview of the types of crimes where the police officers took an individual into custody.

Law enforcement also has the authority to take a person who is mentally ill and dangerous into protective custody until mental health board proceedings occur. In addressing mental health; we continue to partner with counseling resources TASC (Targeted Adult Service Coordination) with the goal of intervention prior to placing them into emergency protective custody.

Offenses of Arrests/Detentions:			
	2022	2023	2024
Assaults	33	40	25
Terroristic Threats	12	9	9
Child Abuse Neglect	2	17	8
Larceny - Thefts	10	17	21
Driving under Influence (alcohol-drugs)	26	27	25
Illegal Substances etc.	134	41	35
Warrants	56	59	53
Disorderly – Disturbing the Peace	6	5	10
Weapon Violations	28	15	16
Vandalism/Criminal Mischief	9	8	8
Traffic Offenses/Other	42	51	36
Offenses Against Law Enforcement Officers		28	28
Homicide	0	1	0
Emerg. Protective Custody	14	21	13



Traffic Enforcement:

2024 is the first full operational year of e-citations. Staffing remained consistent which helps distribute the calls for service workload and creates time for officers to complete proactive enforcement efforts. Additionally, the police department participated in 2 selective enforcement campaigns, “Make it Click” and “Drive Sober Or Get Pulled Over”, which contributed to an overall increase in traffic enforcement.

Traffic Enforcement:			
	2022	2023	2024
Verbal Warnings	1618	1727	1843
Defects/Written Warnings	146	499	435
Citations	145	259	360
Totals:	1909	2485	2638

Accidents:

We continue to see a small increase in motor vehicle accidents. One consideration is our public is becoming more aware of the change in our response practice in 2023, when we were able to return to responding to collisions on private property.

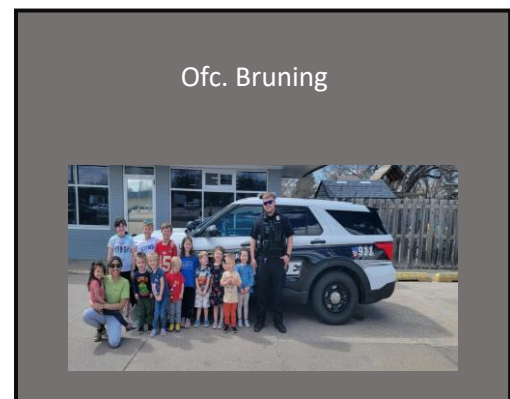
Accidents:			
	2022	2023	2024
Property Damage	150	173	203
Hit & Run	43	70	64
Personal Injury	35	19	24
Fatalities	0	0	0
Totals:	228	262	291

Juvenile Contacts/Interactions:

Police contact with youth consists of any in person interaction between a youth and a law enforcement officer(s). Below is information about our interaction with juveniles.

Juvenile engagement and forming partnerships with youth is an essential aspect of community policing. A challenge in releasing data about interactions with youth is that community engagement is often unrelated to a call for service, a crime, or some other type of interaction therefore it is often not tracked within police information systems. We participate in multiple outreach events; Transportation Exploration, kindergarten safety demonstrations, Halloween safety presentations, therefore the exact number of youths we engage with is unknown and an approximate.

Juvenile Contacts:	2022	2023	2024
Abuse/neg/Assaults/sex abuse/welfare check/HHS intakes	245	254	274
Missing Person/Runaway	37	50	49
Uncontrollable/disorder conduct Curfew/truancy	80	72	62
Larceny/Thefts/Burglary	13	15	25
Vandalism/Criminal Mischief Property Damage	9	6	21
Alcohol /Illegal Substances	28	26	22
All related Traffic/tickets	131	162	176
Other	92	70	119
Totals:	635	655	748



Achievements:

The police department was awarded a grant from the Patrick Leahy Bulletproof Vest Partnership Program to help with the purchase of ballistic vests.

School Resource Officer was implemented into York Public Schools. Officer Riley Friesen began his assignment as SRO in August 2024. Officer Friesen has handled over 100 calls from August – December 2024 at the schools.

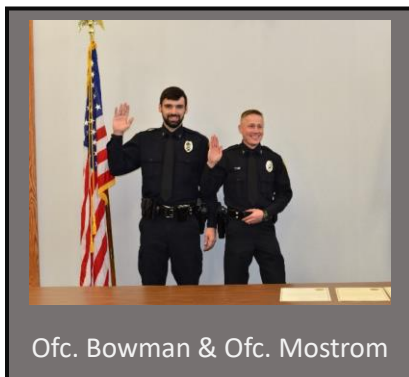
After 35 years of service Ofc. Todd Kelly retired in October. His career started with the police dept. in 1990 and he remained dedicated to the community and agency until his retirement.

Employees remain focused & dedicated to training and completed over 2753 hours of training and education. Ofc. Mostrom & Ofc. Bowman graduated BASIC in April 2024. We also expanded our training / education opportunities as we partnered with the U.S. Dept. of Justice & hosted a national de-escalation training at the Holthus Convention Center. Additionally, Chief Tjaden spoke at IACP in Boston, MA regarding leading cultural change in small organizations.

The sergeants completed a course in supervision from the Univ. of Northwestern Center of Public Safety. This is a nationally recognized course that teaches strong foundational supervisory skills and instructs first-line supervisors in handling contemporary leadership challenges. The course focuses on understanding human behavior and day-to-day work relationships with subordinates, superiors, and the public.

The pride in our efforts and working with our community members remains evident. 3 officers were honored by Department of Homeland Security for their diligent work in a torture and abuse investigation. Additionally, the following officers volunteer in our community: Jeff Brown: TeamMates mentor; Bricen Bates: Special Olympics coach; Dallas Bruning: York Public Schools wrestling coach; Ben Rodenborg: Uprise Judo coach; Russ Coffey: 4-H Shooting coach.

Employee health & wellness continued to be a focus. In 2023 employees logged over 433 hours of working out in the gym. In 2024, wellness remained important as they logged 757 hours of working out. This illustrates the continued appreciation the employees have of this donation as well as the dedication to their health/wellness.



CONSTRUCTION MANAGEMENT AGREEMENT
York Repurpose | 24-REP-003

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

WITNESSES THAT:

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

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

WHEREAS, the City, as part of its 2024 CDBG grant agreement with the Department, under contract number **24-REP-003**, has been awarded CDBG funds for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

The effective date of this contract shall be **November 21, 2024**. The termination date of the contract shall coincide with the agreement performance end date between the City and NDED as either stated in the original "Subrecipient Agreement" or as later amended by an approved extension.

3. Compensation

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$5,000.00** (Five Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

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

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

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

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

5. Relationship

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

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

6. Suspension, Termination and Close Out

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

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

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

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

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

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

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Executive Order 11246, As Amended

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

21. Conflict of Interest 2 CFR §200.318

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

22. Audits and Inspections

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

23. Hold Harmless

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

24. Governing Law

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

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

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

ATTACHMENT "A"

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

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

CITY (City of York)

By: _____

Printed Name: Barry Redfern

Title: Mayor

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

Date: _____

CONSULTANT (Southeast Nebraska Development District)

By: _____

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

Date: _____

APPROVED as to legal form:

City Attorney

By: _____

Printed Name:

Title: City Attorney

Address:

Date: _____

Attachment A - SENDD Scope of Work and Fees

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

Construction Management

1. Construction & Labor Standards

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

Fees Schedule

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

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



Mayoral Proclamation for Spring Spruce Up in April and May

WHEREAS, the vision of the City of York, Nebraska is “To be a thriving community where people want to live, work, and thrive”; and

WHEREAS, cleaning up and fixing up our properties enhances our community’s appearance, fostering a sense of pride among residents and a warm welcome to visitors and showcases all that York has to offer, from our thriving local businesses to our beautiful parks; and

WHEREAS, a collaborative effort among residents, businesses, and organizations is essential to maintaining and enhancing the cleanliness and appeal of our city; and

WHEREAS, by working together to spruce up York, we strengthen our shared commitment to creating a vibrant and thriving community for all to enjoy.

NOW, THEREFORE, I, Barry Redfern, Mayor of the City of York, Nebraska, do hereby proclaim the months of April and May 2025 as **Spring Spruce Up Months** in the City of York.

I encourage all residents, businesses, and organizations to participate in this citywide effort by beautifying their properties, volunteering in cleanup projects, and demonstrating their pride in York.

Let us join together to make our community shine and ensure York remains a place we’re all proud to call home and a welcoming destination for all who visit.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of York to be affixed this 20th of March, 2025.

Barry Redfern,

Mayor, City of York, Nebraska



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

REQUEST FOR PROPOSALS FOR

"Potable Water Level Probes"

SUBMITTAL DUE DATE: 3/4/25 at 2:00 PM

PROPOSALS MUST BE MAILED OR DELIVERED TO:

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

Please mark your envelope "Potable Water Level Probes"

EIN/SSN (Required) 47-0402215

Federal I.D. Number

COMPANY NAME Charles Sargent Irrigation, Inc. / dba Sargent Drilling

ADDRESS: PO Box 367

CITY/STATE/ZIP Geneva, NE 68361

PHONE 402-759-3902

PRINTED NAME Doug Yantzie

AUTHORIZED SIGNATURE 

TITLE Municipal Manager EMAIL waterwells@sargentdrilling.com

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

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

Brandon Osentowski, Water Superintendent, BOsentowski@cityofyork.ne.gov

Questions must be submitted no later than 2/24/25. Questions submitted after that date will not be considered.



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

BIDDERS MUST SUBMIT THESE PAGES WITH ANY PROPOSAL

Request for Proposals

Project Name: *Potable Water Level Probes*

Required Specifications:

- Provide Proposal for 11 Water level probes with digital displays
 - Water level probes must measure depths from 1-275 feet
- Water level probes must be capable of connecting to Water System SCADA
 - Communication wire from probe needs to be ran to SCADA control box within each well house
 - Water System SCADA contractor will land wire to the system

What the City of York will provide:

- As-built drawings for city-owned wells
- City will provide landing of communication wire from probe to Water System SCADA contractor to connect probe setup to water system

Format/Place to which sealed bids can be delivered:

Bid Deadline: 3/4/2025 2:00 PM at 100 East 4th Street, York, NE 68467

Contact person with the City of York:

Brandon Osentowski, Water Superintendent

Email: BOsentowski@cityofyork.ne.gov

Phone: 402-363-2681

City personnel may make a recommendation of an accepted proposal to the City Council on 3/6/25. The City Council will select the lowest responsible bidder. This Request for Proposals does not commit the City of York to award an agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of York reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of the City of York to do so.



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

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

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

March 4, 2025

City of York
PO Box 276
York, NE 68467

Attn: Brandon Osentowski

RE: Potable Water Level Probes

11- 275' Kpsi water level probes	\$32,114.00
11- Digital displays	\$30,787.00
Labor to install equipment	\$11,440.00
Total (does include applicable sales tax)	\$74,341.00

NOTE: If a pump truck is needed to install any water level probes there will be an extra charge.

Thank You,

A handwritten signature in black ink, appearing to read 'Doug Yantzie'.

Doug Yantzie,
Municipal Manager

DY/ah



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

REQUEST FOR PROPOSALS FOR

"YASWA Landfill Litter Netting"

SUBMITTAL DUE DATE: 02/25/2025 at 2:00 PM

SEALED PROPOSALS MUST BE MAILED OR DELIVERED TO:

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

Please mark your envelope "YASWA Landfill Litter Netting"

EIN/SSN (Required) 46-5683348
Federal I.D. Number

COMPANY NAME Midwest Netting Solutions LLC

ADDRESS: 2009 Johns Drive

CITY/STATE/ZIP Glenview, IL 60025

PHONE 847-729-6387

PRINTED NAME Mark Lato

AUTHORIZED SIGNATURE *Mark Lato Pres.*

TITLE Owner EMAIL mark@midwestnettingsolutions.com

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

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

James Paul, Director of Public Works, jpaul@cityofyork.ne.gov

Questions must be submitted no later than 02/18/2025. A sample drawing of the area can be requested as well. Questions submitted after that date will not be considered.



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

BIDDERS MUST SUBMIT THESE PAGES WITH ANY PROPOSAL

Request for Proposals

Project Name: YASWA Landfill Litter Netting

Required Specifications:

Supply & installation of 2,925 feet by 30 feet high landfill netting system with wooden utility poles and all connectors/cables for a complete system. This system is intended to limit wind-blown litter from leaving the landfill disposal area which requires appropriate net opening. Bidder to provide netting specifics, including size of opening, UV resistance, standard repair techniques, maintenance requirements and standard warranty terms of the system.

State of Nebraska Professional Engineer stamped drawings

Format/Place to which sealed bids can be delivered:

Bid Deadline: 02/25/2025 2:00 PM at 100 East 4th Street, York, NE 68467

Contact person with the City of York:

James Paul, Director of Public Works

Email: jpaul@cityofyork.ne.gov

Phone: 402-363-2604

James Paul may make a recommendation on 3/8/2025 to the City Council. The City Council will select the lowest responsible bidder. This Request for Proposals does not commit the City of York to award an agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of York reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of the City of York to do so.



To: James Paul – City of York

From: Mark Lato

Date: February 6th, 2025

Good Afternoon,

Below is pricing for the supply and installation of (1) 2,925' x 30'H x 62-pole Landfill Netting System. This quote is valid for 45 days.

SPECS

- **(Wood Poles) (62)** - 40'L, SYP, CCA Treated, Heavy duty Utility Poles will be secured 10' x 24'' boring to attain **(62)** 30'H AGL Heights.
- **(5/16")** 1 x 7 Galvanized steel guy strand cable and **(5/16")** 7 x 19 Galvanized steel wire rope cable will be secured to the top of each pole utilizing **galvanized oval eyebolts**, **(5/16") strandvises**, and **(5/16") cable clamps**. Vertical face cables will be installed on each pole.
- **(Poly1000)** 1" Mesh, Polyester, black, weather treated, rope bordered golf netting will be secured to the cables utilizing hog rings and snap hooks.

Project Cost: \$248,405.33

The price shown does include a structural engineered report with stamped and sealed drawings with NE PE Seal. The price shown can include a bid bond for an additional cost. The price shown can be for prevailing wage labor. Midwest Netting Solutions, LLC is not responsible for private utility location. Midwest Netting Solutions, LLC is not responsible for pole placement location or site layout. The customer is responsible for procuring all permits and licenses required by Midwest Netting Solutions, LLC to complete the job. In the event additional permits or licenses are required, all costs will be passed on to the customer. The project cost shown is for normal earth drilling only. If we encounter rock, water, or very poor soil conditions prior to reaching the necessary depths there will be an additional charge. We will need clear access for all of our installation equipment and lifts. If there is not clear access for our installation equipment and lifts there will be an additional charge. Spoils will be disbursed onsite. Midwest Netting Solutions, LLC is not responsible for any damage to the grounds. Midwest Netting Solutions, LLC is not responsible for plywood or any additional material necessary to protect the grounds. In the event that additional material and/or labor is necessary to protect the grounds, all costs will be passed along to the customer. All mobilizations are weather permitting.

Terms: 40% down, 30% upon pole installation, and the balance due upon project completion.

Thank you,
Mark Lato
Midwest Netting Solutions, LLC



Baseball Netting References

Seneca High School Baseball Field

307 E Scott St, Seneca IL 61360
212' x 50'H Baseball Backstop and Integrated
Padded Wall
Dan Secken – 815-252-5587

Iowa Falls Alden High School

1903 North Taylor Ave, Iowa Falls IA 50126
New Softball & Baseball Backstops
Pat Norem – 641-648-6440

Okarche Public School

632 W Oklahoma Ave, Okarche, Oklahoma
New Outfield Netting System
300' x 60'H Netting System
Josh Sumrall – 405-314-5674

Lincoln High School Sports Complex

1801 16th st, Wisconsin Rapids, 54494
Two Softball Backstop Netting Systems 38'H
Two Baseball Backstop Netting Systems 38'H
Two quad tunnel batting cages
Point of Beginning
Jim Ostrum – 715-572-8592

Schussler Park

14609 Poplar Road Orland Park IL 60462
(2) 500'L x 30'H Barrier Netting Systems
V3 Group – Dianna Johnson – 630-330-4244

Winchester High School

200 W Cross St, Winchester, IL 62694
New Baseball & Softball Backstop 30'H
Grant DeWitt – 217-617-3635

Golf Netting References

Wooddale 390 Experience (Topgolf)

10151 N Prospect Ave Ste B, Wood Dale IL
150' x 100'H Golf System & Various Work
John Marquardt – 630-595-9333

Red Tail Golf Club Ohio

4400 Nagel Road, Avon Ojio
400' x 70'H Golf Barrier System
John Khouri – 440-892-6800

Links & Tee Golf Club

900 W Lake St Addison Illinois
550' x 70'H New Golf Barrier
Todd Wilson – 630-290-1111

Ogden Utah Amazon Golf Netting

1690 W 400 N Ogden, UT 84404
38- Wood Pole Golf Netting system 1,800' x 50'
James P – 678-857-7085

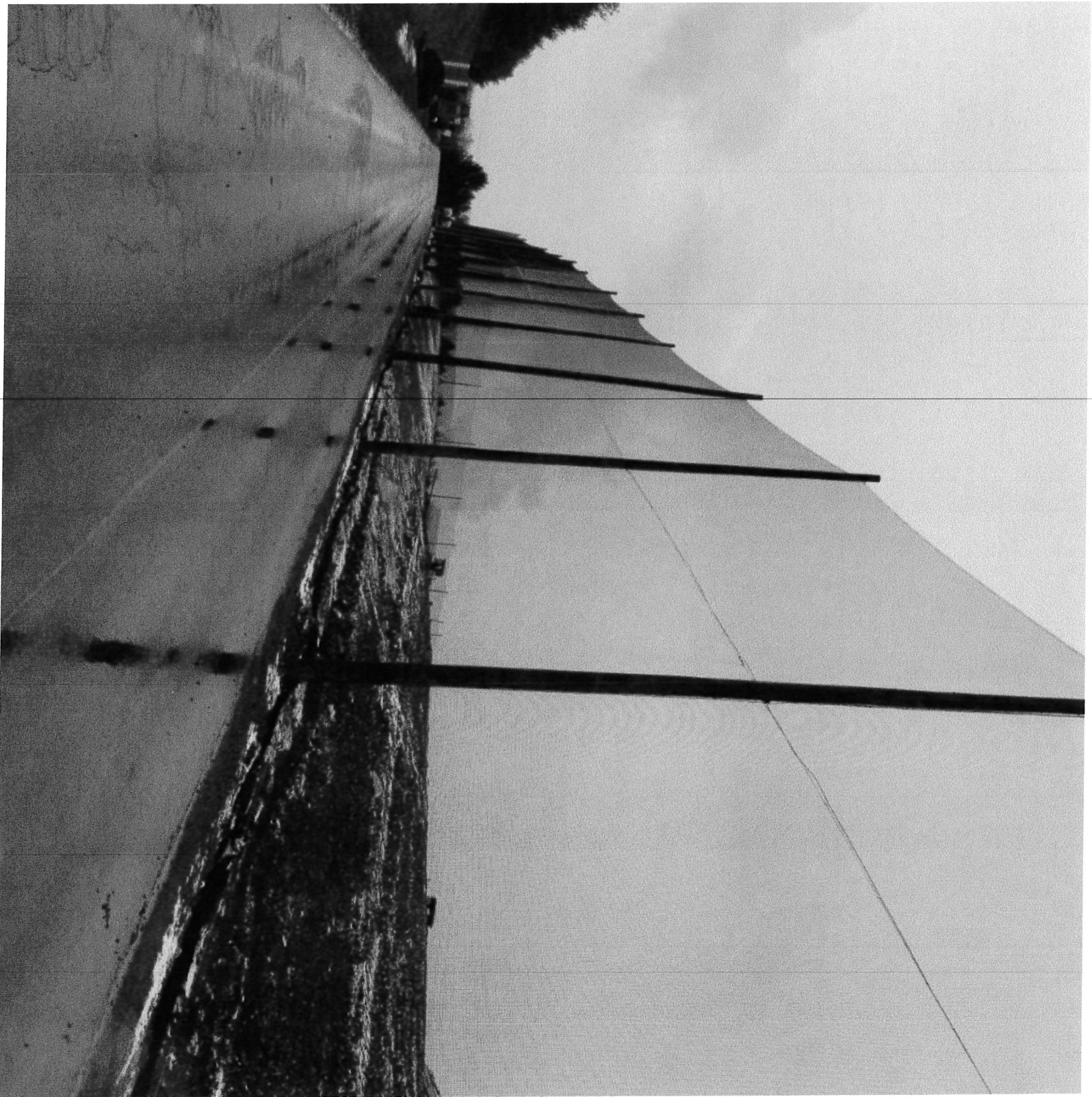
Greenbriar Country Club

2179 Bahama Rd, Lexington KY 40509
500' x 50'H New Driving Range System
Kelly Williams – 859-299-5002

Skokie Sports Park Driving Range

3459 Oakton St, Skokie Illinois 60076
700' x 75'H & 70' x 50'H Net Replacement
Corrie Guynn – 773-263-0888





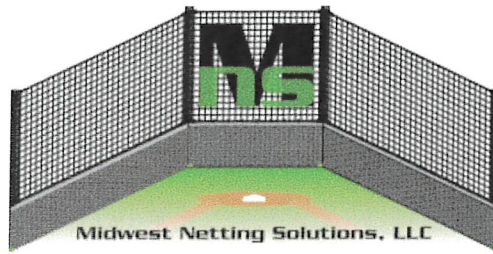
**MANUFACTURER'S LIMITED WARRANTY
THIS WARRANTY LIMITS IMPLIED WARRANTIES**

The Product Poly 1000, Barrier netting. ("Product") is manufactured by Tex-Net, Inc. ("Manufacturer"), PO BOX 127, Roebling, NJ 08554. The Manufacturer hereby makes the following Express Limited Warranty to the original purchaser on the terms and conditions set forth below:

1. **Manufacturer hereby warrants the Product to be free from defects at the time it is initially placed into them stream of commerce, and if properly handled installed and used for ten year thereafter. Any defective portion of the Product will be replaced or repaired by the Manufacturer any time prior to the passage of ten years from the date of purchase. Manufacturer may elect to refund the purchase price in lieu of replacing or repairing Product.**
2. **Only the original Purchaser shall benefit from this Express Limited Warranty.**
3. **Purchaser's Obligations – In order to recover this warranty, Purchaser shall:**
 - (a) **Properly install and maintain the Product in accordance with the Pre-installation instructions of the Manufacturer.**
 - (b) **Within thirty (30) days of the appearance of any damage to the Product mail notification of such damage to the Customer Service Department, Tex-Net, Inc, Po Box 127, Roebling, NJ 08554. The notification shall include the following:**
 - (1) **Date the Product was purchased.**
 - (2) **The name, address and telephone number of the purchaser.**
 - (3) **Photographs of the Product in its damaged state and installed by the Purchaser.**
 - (4) **A statement by the Purchaser of the damage to the Product and cause of damage.**

**** PLEASE INCLUDE A COPY OF
YOUR BILL OF SALE AND
WARRANTY WITH NOTIFICATION.**
 - (c) **Allow the Manufacturer to inspect the Product in its damaged state, as installed by the Purchaser, prior to shipment of the Product to the Manufacturer.**
 - (d) **Be responsible for all shipping and handling charges relating to the Product returned and/or replaced under this Express Limited Warranty, except that the Manufacturer shall be responsible for 50% of the reasonable and necessary shipping charges incurred by the Purchaser in the return of goods to the Manufacturer.**
 - (e) **Return all Product alleged to be defective to the Manufacturer Prior to any repair, replacement or refund by the Manufacturer.**
 - (f) **Warranty is one time replacement of product, during the nine-year Period (non-prorated).**

4. LIMITATION OF WARRANTY LIABILITY OF DAMAGES-THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HERBY DISCLAIMED BY THE MANUFACTURER. TO THE EXTENT ANY STATE DOES NOT ALLOW THIE DISCLAIMER OF AN IMPLIED WARRANTY OF MERCHANT ABILITY OR AN IMPLIED WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE ANY SUCH WARRANTIES ARE HEREBY LIMITED IN DURATION TO THE ABOVE WARRANTY PERIOD FOR THE EXPRESS LIMITED GIVEN HEREIN. THE MANUFACTURER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO THIS PRODUCT. UNDER NO CIRCUMSTANCES SHALL THE MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL OR OTHER DAMAGES, EXPENSES, LOSSES, OR DELAYS. HOWEVER CAUSED. THE RIGHT TO THE REPAIR OR REPLACMENT OF THE PRODUCT, OR REFUND OF THE PRUCHASERS PRICE, AS PROVIDED IN THIS WARRANTY, SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. NO REPRESENTATIVE OF THE MANUFACTURER HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS EXPRESS LIMITED WARRANTY.



GUARANTEE-WARRANTY LETTER: YASWA Landfill

Midwest Netting Solutions, LLC

Guarantee-Warranty for Protective Netting System

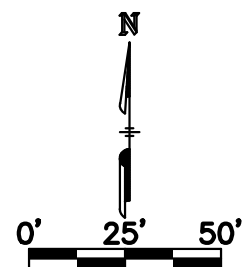
We agree to repair or replace any work together which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of 1 year from the date of completion of 02/14/25 for the above-named project by the Owner, without any expense whatsoever to the Owner. Ordinary wear and tear, unusual abuse, neglect or "act of god" with wind speeds more than 70 mph is exempt.

Signed:

Dated: 2/14/25

CENTRAL PARK SUBDIVISION

CITY OF YORK, YORK COUNTY, NEBRASKA



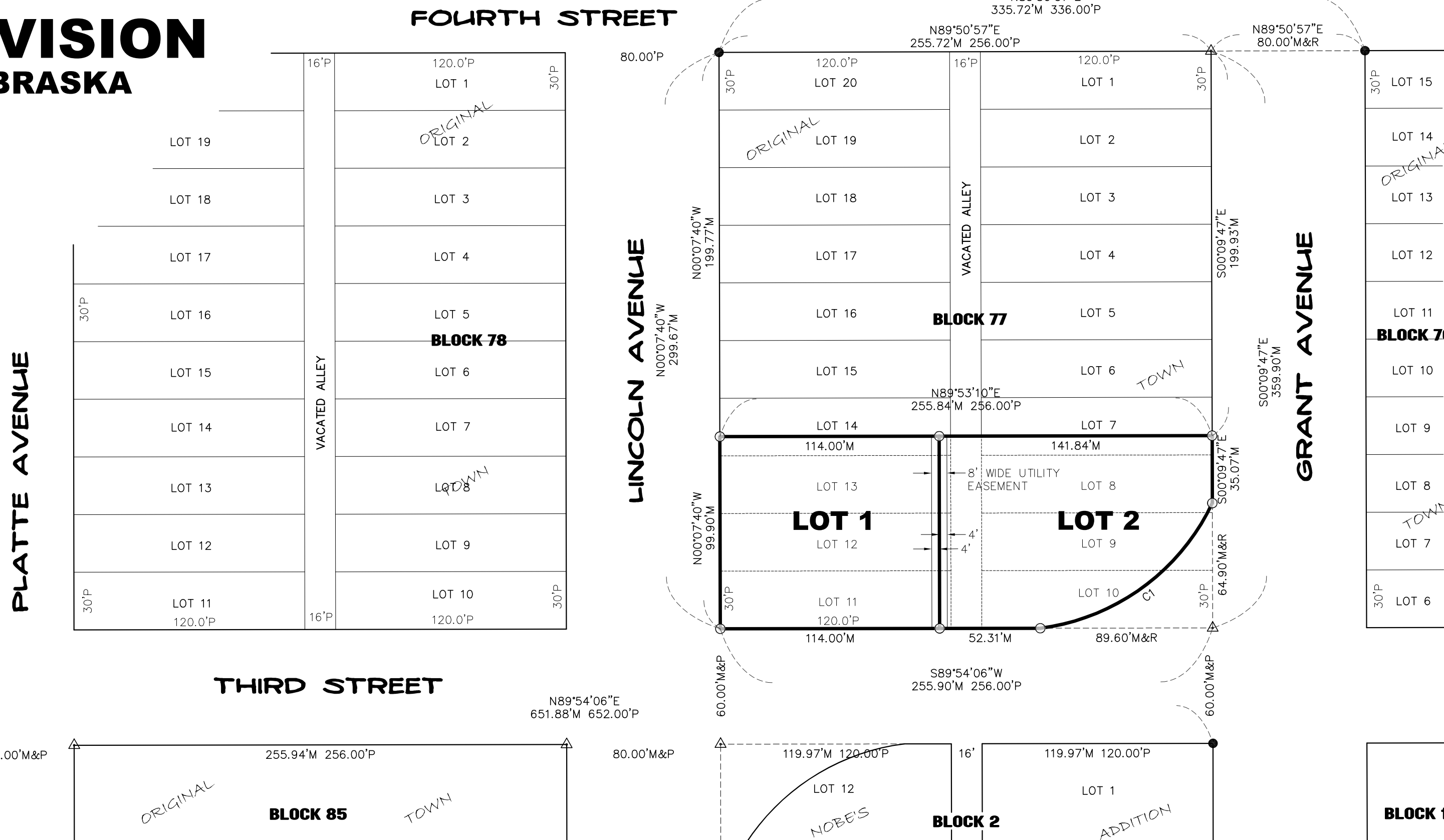
BASIS OF BEARING
BEARINGS ARE BASED ON YORK COUNTY LDP AS DETERMINED BY GPS RTK OBSERVATIONS USING THE DIGIFARM VIRTUAL BASE NETWORK

LEGEND

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

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	115.00'M	115.34'M	110.57'M	S53°57'35"W	57°27'59"



DEED OF DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT WE, DB AUTO SERVICE, INC., DANIEL R. BRAHMSTEADT, PRESIDENT, BEING THE OWNERS OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS CENTRAL PARK SUBDIVISION AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DO HEREBY FREELY AND VOLUNTARILY DEDICATE THE EASEMENTS AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF PUBLIC SERVICE UTILITIES, FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO, AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

BY: _____
DB AUTO SERVICE, INC., DANIEL R. BRAHMSTEADT, PRESIDENT

PLANNING COMMISSION APPROVAL:

THIS PLAT OF CENTRAL PARK SUBDIVISION WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____ DAY OF _____, _____ A.D.

BY: _____
CHAIRPERSON

CITY COUNCIL ACCEPTANCE:

THIS PLAT OF CENTRAL PARK SUBDIVISION WAS APPROVED AND ACCEPTED BY THIS CITY COUNCIL OF THE CITY OF YORK, NEBRASKA.

THIS _____ DAY OF _____, _____ A.D.

BY: _____
BARRY H. REDFERN, MAYOR

ATTEST: _____
AMANDA RING - CITY CLERK

LEGAL DESCRIPTION:

LOTS 8, 9, 10, 11, 12, AND 13, AND THE SOUTH 10 FEET OF LOTS 7 AND 14, INCLUDING VACATED ALLEY LYING BETWEEN SAID LOTS, ALL IN BLOCK 77, ORIGINAL TOWN OF YORK, YORK COUNTY, NEBRASKA, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES

ACKNOWLEDGMENT:

STATE OF _____ ss.
COUNTY OF _____

ON THIS _____ DAY OF _____, 2024, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED DB AUTO SERVICE, INC., DANIEL R. BRAHMSTEADT, PRESIDENT TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC _____

COUNTY TREASURER CERTIFICATE:

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

DATED THIS _____ DAY OF _____, 2025 A.D.

BY: _____
COUNTY TREASURER

APPROVAL OF THE PUBLIC WORKS DIRECTOR:

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, YORK NEBRASKA THIS _____ DAY OF _____, 2025 A.D.

BY: _____
DIRECTOR

REGISTER OF DEEDS CERTIFICATE:

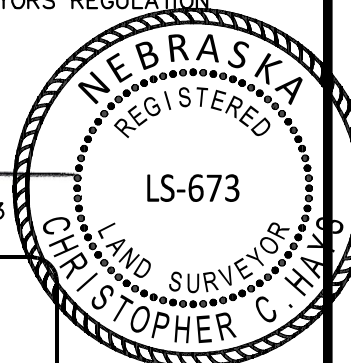
THIS INSTRUMENT WAS FILED FOR RECORD ON THIS _____ DAY OF _____ AT _____ O'CLOCK _____ AND DULY RECORDED AND ENTERED IN VOL. _____ OF THE _____ PAGE _____ A RECORDING FEE OF _____ WAS PAID, DATED THIS _____ DAY OF _____.

_____ YORK COUNTY REGISTER OF DEEDS

SURVEYOR'S CERTIFICATE:

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

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



PROJECT / TITLE	CENTRAL PARK SUBDIVISION CITY OF YORK, YORK COUNTY, NE
FIELD WORK COMPLETION DATE:	FEBRUARY 20, 2025
SURVEY PLAT COMPLETION DATE:	FEBRUARY 20, 2025

SHEET
1 of 1

THIS SURVEY REQUESTED BY: THE CITY OF YORK
160 North Polk St., P.O. Box 432, Osceola, NE 68651 (402) 366-7930 www.HLSNE.com

Resolution No. 2025-6

Be it resolved by the Mayor and City Council of the City of York, Nebraska:

That the One-and-Six Year Highway and Street Improvement Program of the City of York, Nebraska, is hereby adopted after due and legal publication of Notice of Public Hearing thereon as directed by the State Highway Commission and public hearing thereon and that this Resolution and documents attached thereto shall serve a certification of matters herein to said Commission as required by law, the passage hereof being prior to the anniversary date of original filing.

Dated this 20th day of March, 2025.

Barry Redfern, Mayor

Attest:

Amanda Ring, City Clerk

Project Number	Year Designation	Year Updated	Street_Name	Surface Type	Project Type	New Surface Type	Width (Ft)	Length (Ft)	Square Ft	Cost
24-1	1 Year	2025	8th, Grant to Nebraska	Brick	reconstruction	Concrete	36	264	9,504	\$150,000
17-6	1 Year	2025	25th Street Nebraska Ave to east City Limit	Asphalt	rehabilitation	Asphalt	25	660	16,500	\$50,721
17-2	1 Year	2025	Platte Ave, 393' between 4th to 6th	Asphalt	rehabilitation	Asphalt	32	1830	58,560	EPA Cost
25-2	1 Year	2025	ADA Ramps Associated with rehabilitation	concrete	maintenance	concrete				\$30,000
25-3	1 Year	2025	North Wisconsin Ave panel replacement	Concrete	maintenance	concrete	32			\$75,000
25-4	1 Year	2025	Indiana Ave panel replacement	Concrete	maintenance	Concrete	32			\$75,000

Total 1-year \$380,721

17-13	6 Year	2025	Platte Ave, 9th to 11th	Brick, Concrete	reconstruction	Concrete	28	722	20,224	\$785,000
20-5	6 Year	2025	Greenwood, 4th to 8th	Asphalt	reconstruction	Asphalt	24	1300	31,200	\$237,800
24-2	6 year	2025	4th street West City Limit to Greenwood Ave	Asphalt	rehabilitation	Asphalt	26	1336	34,736	\$310,000
17-11	6 year	2025	W Frontage Rd by Case dealer	Asphalt	reconstruction	Concrete	24	1453	34,884	\$302,500
17-14	6 year	2025	8th, Platte to Lincoln	Brick	reconstruction	Concrete	42	327	13,734	\$376,500
17-7	6 year	2025	Grant Ave, S 21st to Nobes	Asphalt	rehabilitation	Asphalt	22	5280	116,160	\$1,007,100
75-4	6 Year	2025	5th St, Nebraska to East Ave	Brick	reconstruciton	Concrete	24	950	22,796	\$472,800
89-16	6 year	2025	5th St, Greenwood to 325' W of Division	Brick	reconstruction	Concrete	20	1317	26,348	\$434,000
10-1	6-year	2025	Nebraska Ave, 16th to 17th	Concrete	reconstruction	Concrete	32	444	14,222	\$104,400
75-5	6-year	2025	8th, Lincoln to Grant	Brick	reconstruction	Concrete	34	337	11,458	
17-9	6-year	2025	S 21st, Lincoln to Grant	Asphalt	rehabilitation	Asphalt	22	1584	34,858	\$302,200
17-9	6 year	2025	W Lincoln Frontage Rd, north of S 50th	Asphalt	rehabilitation	Concrete	27	1214	32,770	\$292,000
25-1	6 year	2025	Platte Avenue 5th to 6th	Asphalt	rehabilitation	Asphalt	32	278	8,896	\$25,000

Total 6-year \$3,291,500

Revised 2/4/2025

Combined Total \$3,672,221

RESOLUTION 2025-8

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA, APPROVING THE CITY OF YORK COLLABORATION REAL ESTATE REDEVELOPMENT PLAN; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF YORK; AND APPROVAL OF RELATED ACTIONS

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

Recitals:

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

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

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

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

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

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

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

Resolved that:

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

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

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

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

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

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

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

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

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

PASSED and APPROVED on _____, 2025.

City of York, Nebraska

Mayor

ATTEST:

City Clerk (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lot 2, Block 1, Holthus Subdivision to the City of York, York County, Nebraska. Tax ID No.
930199096

RESOLUTION 2025-10

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

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

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

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

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

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

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

PASSED AND APPROVED this 20th day of March, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
		Auditorium Speakers and Sound System	Park/Rec	\$200	

ORDINANCE NO. 2382

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF LAND AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Annexation Ordinance.

Pursuant to Neb. Rev. Stat. §16-117 (Reissue 2022), a Petition has been filed by the owner of property contiguous or adjacent to the City to request that said property be included within the corporate limits of the City of York. The Petition recites that the City of York, Nebraska is the owner of real estate described below which is urban or suburban in character:

Parcel 1:

A tract of land comprising a part of the West Half of the Southeast Quarter ($W\frac{1}{2} SE\frac{1}{4}$) of Section Twenty-five (25), Township Eleven (11) North, Range Three (3) West of the 6th P.M., York County, Nebraska described as follows: Commencing at the SW corner of the $SE\frac{1}{4}$; thence $N01^{\circ}36'23''W$, and on the West line of said $SE\frac{1}{4}$, 79.32 feet to the point of beginning, said point being a $\frac{5}{8}$ " rebar on the North R.O.W. line of 25th street; thence $N01^{\circ}36'23''W$, and on the West line of said $SE\frac{1}{4}$, 2325.37 feet to a $\frac{5}{8}$ " rebar w/cap on the East R.O.W. line of Highway #81; thence $N39^{\circ}08'40''E$, and on the East R.O.W. line of said Highway #81, 304.62 feet to a $\frac{5}{8}$ " rebar w/cap on the North line of said $SE\frac{1}{4}$; thence $N88^{\circ}32'39''E$, and on the North line of said $SE\frac{1}{4}$, 692.70 feet to a $\frac{5}{8}$ " rebar w/cap on the West R.O.W. line of the Chicago, Burlington & Quincy Railroad; thence $S12^{\circ}29'22''E$, and on the West R.O.W. line of the Chicago, Burlington & Quincy Railroad 1154.90 feet to a 1" iron pipe; thence $S01^{\circ}23'46''E$, 1419.05 feet to a $\frac{3}{4}$ " rebar on the North R.O.W. line of 25th Street; thence $S88^{\circ}20'02''W$, and on the North R.O.W. line of 25th Street; 1104.40 feet to the Point of Beginning. Henceforth known as Irregular Tract No. 16.

Parcel 2:

A tract of land compromising a part of the $SW\frac{1}{4}$ of Section Twenty-five (25), Township Eleven (11) North, Range Three (3) West of the 6th P.M., York County, Nebraska, described as follows: Commencing at the SE corner of said $SW\frac{1}{4}$; thence $N01^{\circ}36'23''W$, and on the East line of said $SW\frac{1}{4}$, 79.32 feet to the Point of Beginning, said point being a $\frac{5}{8}$ " rebar on the North R.O.W. line of 25th Street; thence $S88^{\circ}13'55''W$, and on the North R.O.W.

line of said 25th Street, 1946.92 feet to a 5/8" rebar w/cap; thence N36°37'14"E, and on the East R.O.W. line of Highway #81, 195.35 feet to a 5/8" rebar w/cap; thence N41°28'07"E, and on the East R.O.W. line of Highway #81, 1101.78 feet to a 5/8" rebar w/cap; thence N09°16'34"E, and on the East R.O.W. line of Highway #81, 114.12 feet to a 5/8" rebar w/cap; thence N38°05'13"E, and on the East R.O.W. line of Highway #81, 1399.82 feet to a 5/8" rebar w/cap; thence N39°08'06"E, and on the East R.O.W. line of Highway #81, 242.07 feet to a 5/8" rebar w/cap on the East line of said SW¼; thence S01°36'23"E, and on the East line of said SW¼, 2325.37 feet to the Point of Beginning. Henceforth known as Irregular Tract No. 15.

Section 2. After notice pursuant to law the City Council adopts this Ordinance to approve the Petition and the annexation of the real estate described above, and the Council hereby authorizes the annexation of such real estate to the corporate limits of the City of York, Nebraska, which property is contiguous or adjacent to the corporate limits of the City and which is urban or suburban in character.

Section 3. This Ordinance shall be in full force and effect from its passage, approval and publication as required by law.

PASSED AND APPROVED by the York City Council this ____ day of _____, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2386

AN ORDINANCE TO AMEND ARTICLE VI "A-L" AGRICULTURAL DISTRICT, SECTION 5 HEIGHT REGULATIONS TO INCREASE THE MAXIMUM HEIGHT FOR BUILDINGS AND STRUCTURES MORE THAN 150 FEET FROM A DWELLING DISTRICT ZONE TO 225 FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article VI "A-L" Agricultural District is amended as follows:

Sec. 5: - Height regulations:

Except as otherwise provided in the additional height, area and use regulations of this ordinance, no building or structure shall exceed the following height restrictions.

- (1) When a building or structure is within one hundred fifty (150) feet of a dwelling district zone, said building or structure shall not exceed thirty-five (35) feet in height.
- (2) When a building or structure is more than one hundred fifty (150) feet from a dwelling district zone, said building or structure shall not exceed two hundred twenty-five (225) feet in height.

Section 2. Except as amended herein Article VI, section 5, shall remain in full force and effect.

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

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage, approval, and publication pursuant to law.

PASSED AND APPROVED by the York City Council this ____ day of _____, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2387

AN ORDINANCE TO AMEND ARTICLE XVIII "I" INDUSTRIAL DISTRICT SECTION 5 HEIGHT REGULATIONS TO INCREASE THE MAXIMUM HEIGHT FOR BUILDINGS AND STRUCTURES MORE THAN 150 FEET FROM A RESIDENTIAL DISTRICT ZONE TO 225 FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XVIII "I" Industrial District is amended as follows:

Sec. 5: - Height regulations:

- (1) When a building or structure is within one hundred fifty (150) feet of a residential district zone, said building or structure shall not exceed forty-five (45) feet in height.
- (2) When a building or structure is more than one hundred fifty (150) feet from a residential district zone, said building or structure shall not exceed two hundred twenty-five (225) feet in height.

Section 2. Except as amended herein Article XVIII, section 5, shall remain in full force and effect.

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

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage, approval, and publication pursuant to law.

PASSED AND APPROVED by the York City Council this ____ day of _____, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2388

AN ORDINANCE TO AMEND CHAPTER 8, SECTION 8-64, FEES, TO EXEMPT SERVICE DOGS FROM THE REQUIREMENT TO PAY LICENSE FEES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 8, Section 8-64 Fees is amended as follows:

1. Section 8-64. Fees.

Before any license is issued under this division, the applicant shall pay to the police department for each dog and each cat to be licensed a fee as follows:

- (1) Each neutered male or spayed female dog or cat: \$7.00
- (2) Each unneutered male or unspayed female dog or cat: \$27.00.
- (3) Service dogs shall be exempt from the requirement to pay a fee, but shall be licensed as provided by section 8-62.

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

Section 3. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

PASSED AND APPROVED by the York City Council this ____ day of _____, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA**

RESOLUTION 2025-9

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA, TAX INCREMENT DEVELOPMENT REVENUE NOTE OR OTHER OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,350,000 FOR THE PURPOSE OF (1) PAYING THE COSTS OF DEMOLISHING, CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE AGENCY'S COLLABORATION REAL ESTATE REDEVELOPMENT PROJECT AREA, SPECIFICALLY INCLUDING, SITE ACQUISITION, PREPARATION, DEMOLITION, UTILITY EXTENSION AND PARKING, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE NOTE OR OTHER OBLIGATION; PLEDGING CERTAIN TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF THE NOTE OR OTHER OBLIGATION TO SUCH TAX REVENUES; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EXERCISE HIS OR HER INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF THE NOTE OR OTHER OBLIGATION NOT SPECIFIED HEREIN; APPROVING A REDEVELOPMENT CONTRACT AND REDEVELOPMENT PLAN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

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

ARTICLE I

FINDINGS AND DETERMINATIONS

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

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

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

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

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

(d) In order to provide funds to pay a portion of the costs of the Project, it is necessary, desirable, advisable, and in the best interest of the Agency for the Agency to issue a Tax Increment Development Revenue Note or other obligation in an aggregate principal amount not to exceed \$1,350,000 (the “**Note**”).

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

ARTICLE II

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

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

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

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

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

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

“**Note**” means the Collaboration Real Estate Redevelopment Project Tax Increment Development Revenue Note Series 2025 of the Agency, in an aggregate principal amount not to exceed \$1,350,000, issued pursuant to this Resolution and shall include any note, including refunding note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Note, the titular designation of such Note may be revised to state note, interim certificate, debenture, obligation, or such other designation as is appropriate.

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

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

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

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

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

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

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

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

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

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

“Chairman” means the Chairman of the Agency.

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

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

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

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

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

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

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

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

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

“**Redevelopment Contract**” means the City of York Community Development Agency Redevelopment Contract Collaboration Real Estate Redevelopment Project, dated the date of its execution, between the Agency, and Collaboration Real Estate, LLC, relating to the Project.

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

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

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

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

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

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

“**Revenue**” means the Tax Revenue.

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

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

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

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

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

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

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

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

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

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

ARTICLE III

AUTHORIZATION AND ISSUANCE OF THE NOTE; GENERAL TERMS AND PROVISIONS

Section 3.1. Authorization of Note. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Project, and (b) the costs of issuing the Note, the Agency shall issue one Note (the “Note”) in an aggregate principal amount not to exceed \$1,350,000. The Note shall be designated as “Community Development Agency of York, Nebraska, Collaboration Real Estate Redevelopment Project Tax Increment Development Revenue Note Series 2025,” shall have an appropriate series designation as determined by the Finance Director, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than December 31, 2042, and shall bear interest at an annual rate of 7.25%. The Note shall be issued as a single Note as further described in **Section 3.2.**

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

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

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

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

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

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

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

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

(3) Such amounts shall be deemed proceeds of the Note and the Finance Director shall inform the Registrar in writing of the date and amount of such allocation. The Registrar shall keep and maintain a record of the amounts allocated to the note pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on the Note and its records maintained for the Note. The aggregate amount endorsed as the Principal amount Advanced on the Note shall not in the aggregate exceed \$1,350,000.

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

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

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

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

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

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

(e) The note shall bear seven and one fourth percent (7.25%) interest on the Cumulative Outstanding Principal Amount of the Note from the Date of Original Issue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

REDEMPTION OF NOTE

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

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

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

ARTICLE V

REFUNDING NOTES

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

ARTICLE VI

EFFECTIVE DATE OF PROJECT; PLEDGE OF REVENUE

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

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

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

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

ARTICLE VII

CREATION OF FUNDS AND ACCOUNTS; PAYMENTS THEREFROM

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

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

Section 7.2. Special Fund. All of the Revenue shall be deposited into the Special Fund. The Revenue accumulated in the Special Fund shall be used and applied on the Business Day prior to each Payment Date (a) to make any payments to the Agency as may be required under the Redevelopment Contract and (b) to pay principal on the Note to the extent of any money then remaining the Special Fund on such Payment Date. Money in the Special Fund shall be used solely for the purposes described in this **Section 7.2**. All Revenues received through and including December 31, 2042 shall be used solely for the payments required by this **Section 7.2**.

ARTICLE VIII

COVENANTS OF THE AGENCY

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

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

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

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

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

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

ARTICLE IX

FORM OF NOTE

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

(FORM OF NOTE)

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

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

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

**COMMUNITY DEVELOPMENT AGENCY
OF YORK, NEBRASKA**

**COLLABORATION REAL ESTATE REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2025**

No. R-1

Up to an aggregate amount of \$1,350,000
(subject to reduction as described herein)

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	(December 31, 2042)	7.25%

REGISTERED OWNER: Collaboration Real Estate, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA** (the “Agency”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of York, Nebraska (the “Registrar”), payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2025, by check or draft mailed to the Registered Owner hereof as shown on the note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable payment date occurs, at such Owner’s address as it appears on such note registration books. The principal of this Note is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2157, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 2025, as from time to time amended and supplemented (the “Resolution”).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$1,350,000.

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

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

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

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

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

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

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

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

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

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

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

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

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(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

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

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

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

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

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

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

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

ARTICLE XI

AMENDING AND SUPPLEMENTING OF RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED: _____, 2025.

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA**

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary