

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, April 3, 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. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Notice of this meeting was published in the York News Times on March 27, 2025
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the March 20, 2025 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$630.82
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$2,094.14
 - 6.3. Claim for Stephen Postier of York County Development Corporation in the amount of \$8,829.33
7. Claims for the period of March 21, 2025 through April 3, 2025
8. City Administrator Report
9. Consider approval of a bid from Alfred Benesch & Company for York School Zone Study for Pedestrian and Traffic Safety in the amount of \$43,500
10. Mayor Appointments:

- 10.1. Appointment of Brian Melby to the Board of Adjustment for a term ending September 1, 2026
- 10.2. Reappointment of Carston Staehr to the Board of Public Works for a term ending June 1, 2028
- 10.3. Reappointment of Wes Williamsen to the Aviation Board for a term ending June 1, 2028
- 10.4. Reappointment of Pete Cordes to the Personnel Board for a term ending June 1, 2029
- 10.5. Reappointment of Josh Stenger and Allen Pieper to the Examining Board of Plumbers & Mechanical Contractors for a term ending January 1, 2027
11. Consider approval of the Arbor Day Proclamation for April 25, 2025
12. Consider approval of Resolution 2025-11; adopting and approving the execution of an agreement to waive receipt of the non-primary entitlement funds apportioned to York Municipal Airport in fiscal year 2022 and transferring these funds to NDOT Aeronautics Division
13. Adjournment



PHOTOS BY ERIC GREGORY FOR THE FLATWATER FREE PRESS

A Richardson County road maintenance worker grades a stretch of 711 Road south of Humboldt. The union representing the road workers is in an extended dispute with the county over pay and benefits.

Nebraska county, road workers stuck bargaining for years

NATALIA ALAMDARI
Flatwater Free Press

The legal bills have been piling up in Richardson County.

Since 2022, this southeast Nebraska county of fewer than 8,000 people has poured at least \$143,000 into fighting a lengthy and contentious legal battle — not with an out-of-state business or problem property owners.

Richardson County is at odds with its own employees.

For nearly two years, the 16-person county road department has been locked in a union battle with the county over a new contract and wage increases. The union, represented by the Nebraska Association of Public Employees, will on Monday take the matter before the state commission tasked with settling labor disputes.

Union members haven't had any pay raises during the impasse. They've lost employees, often to jobs that pay more and have better benefits, local union president Bryan Dettmann said.

Meanwhile, other county employees have received raises. And county commissioners gave themselves a 40% raise from \$25,151 to \$34,624.

The county has offered a wage increase to the road workers, according to Justin Hubly, executive director of NAPE. But they would have to give up some protections — protections that labor experts consider fundamental union rights.

The chair of the county board and the county clerk both declined to comment on the matter, instead directing questions to an outside Lincoln-based attorney, Jerry Pigsley. Pigsley, with Woods Aitken LLP, did not return calls or emails from the Flatwater Free Press seeking comment, but he did respond to a public records request.

When Dettmann first started working for the county in 2008, the roads department was made up of about 35 people. Workers rarely left the job, he said.

"It was one of the better jobs around," Dettmann said. Today, if every job were filled, the union would have 22 members. It's dwindled down to 16, Dettmann said.

Monday won't be the first time the roads union has gone before the Commission of Industrial Relations — the state commission that resolves labor disputes between government agencies and public employees. In 2023, the union alleged the county was engaging in prohibited bargaining practices, after confusion and finger pointing over who was responsible for a holdup in negotiating raises.

In its findings, the commission agreed that some things said by county officials leading up to that hearing were "unwise, unnecessary, and made out of frustration." It called the county's handling of union issues "troubling," and said management should be "trained to not make such statements that may be construed as anti-union."

"But that does not mean



A road sign on Nebraska State Highway 105 welcomes travelers to Richardson County, where the union representing the county's road maintenance workers is in an extended dispute with the county over pay and benefits.

they were in violation of state law," the commission wrote in its final order. "Communication is often at the heart of these problems, and it is certainly the source of the problem here."

The commission dismissed the case in November 2023.

As this was all happening, the union and the county were still going back and forth on when to start contract negotiations.

Over the course of two bargaining sessions and one session with a federal mediator, the county had one version of a contract in mind, Hubly said.

They would agree to a wage increase — both parties landed on a roughly \$5 per hour increase for union members. The wage increase would not be retroactive, the county demanded. And it wouldn't take effect until an entire contract was signed and agreed upon.

The county's ideal contract included removing things like overtime and holiday pay; giving up the right to five days of paid injury leave. It would remove safety precautions, including standard language from the Occupational Safety and Health Administration.

It would also let the county commissioners be the final decision maker in all grievances — normally, a neutral panel would decide disputes.

The county also wanted the union to waive a key right for public sector unions: The right to turn to the CIR.

"There is one tool in the toolbox under state law for public employees, and that's to go to the CIR for relief," Hubly said, noting public employees can't strike under state law.

In Nebraska, 16 out of 93 counties have a unionized roads department — that's about 281 employees, according to a 2021 study by the Nebraska Association of County Officials.

Elaine Menzel, legal counsel for the association, said it's rare to see counties in labor disputes.

Nebraska has rules for public sector unions. State statute lays out the issues employers and unions are required to bargain over, and requires that both parties bargain in good faith.

"This sounds like a textbook case of bad faith bargaining on behalf of the Richardson County Commissioners," said Jim Begley, director of the William Brennan Institute for Labor Studies at the University of

Nebraska at Omaha.

Begley spent 16 years in human resources for the City of Omaha. At UNO, he specializes in labor rights and union education.

"I've never heard of an instance of an employer trying to dictate the terms of negotiations to this degree," he said. "There's always going to be a back and forth, it's a negotiation. ... But this is a category unto itself."

Since March 2022, Richardson County has spent at least \$143,000 on attorney fees and a labor consultant, according to County Board meeting minutes. The county's road and bridge department, which covers those legal fees, had a \$4 million budget in 2023.

A \$5 an hour raise for 14 employees would equal about \$145,600 in a year.

"If there was a financial issue, I would have expected them to say, 'look, we can't afford it, here's why,'" Hubly said. "What they're doing is saying, 'we would rather spend the amount of the raises on a lawyer to fight this.' That's just stubbornness, and it's not serving the taxpayers well."

The county commissioners have approved raises for other employees in the time since the union's bargaining stalemate started. The county clerk's salary increased from \$57,113 in 2022 to \$73,633 in 2024. Clerical workers across county departments got anywhere from a \$1.50 to \$4 hourly increase.

The commissioners also approved raises for themselves: from \$25,151 in 2022 to \$35,316 in 2024. That's a 40% wage increase for a three-person board that meets weekly.

In a phone call, County Commissioner John Caverzagie said the raise was "very justifiable," but that he wouldn't comment further until the labor litigation was over with.

In neighboring Nemaha County, a county roughly the same size as 7,689-person Richardson, commissioners are paid \$27,162.

The commissioners' pay increase has been the most enraging twist in the whole saga for the road workers, Hubly said.

"The words that they have used to describe their feelings on this matter aren't appropriate for publication."

The Flatwater Free Press is Nebraska's first independent, nonprofit newsroom focused on investigations and feature stories that matter.

LEGAL NOTICES

notice of Board of Commissioners & Board of Equalization Meetings

NOTICE OF BOARD OF COMMISSIONERS and BOARD OF EQUALIZATION MEETINGS

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, main floor of the Courthouse (510 Lincoln Ave., York, Nebraska) on Tuesday, April 1, 2025

The York County Board of Commissioners will meet on Tuesday April 1, 2025 at the **Board of Equalization at 9 a.m.**

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 on York County web site www.yorkcounty.ne.gov**)

Mary Melby
County Clerk
York County, Nebraska
March 27, 2025
COL-NE-1600465 ZNEZ

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 Amendment of Articles of Incorporation of Heritage Realty, Inc.

Clinch Law Firm
JERRY D. CLINCH

Notice is hereby given that the Articles of Incorporation of Heritage Realty, Inc. (hereinafter "Corporation") have been amended, as follows:

Article VII: Suzanne Ellis is the sole shareholder of Heritage Realty, Inc., owing 100 shares of common stock, amounting to 100% ownership of Heritage Realty, Inc. Suzanne Ellis is the sole Director for Heritage Realty, Inc. Suzanne Ellis is the President, Secretary, and Treasurer of Heritage Realty, Inc.

Articles of Amendment for the Corporation were filed with the Nebraska Secretary of State on March 10, 2025.

Jerry D. Clinch
Attorney
P.O. Box 586
York, NE 68467
March 27, April 3, 10, 2025
COL-NE-1600464 ZNEZ

NOTICE OF MEETING

Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, April 3, 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 office of the City Clerk. Individuals requiring physical or sensory accommodations should contact the City Clerk at 402-363-2600. Requests need to be made by 5:00 p.m. on the Friday prior to the meeting.

Amanda Ring, City Clerk
March 27, 2025
COL-NE-1600462 ZNEZ

LEGAL NOTICES

LEGAL NOTICES	LEGAL NOTICES
Board of Commissioners Meeting The York County Board of Commissioners met according to law on Tuesday, March 18, 2025 as per notice in the York News Times on March 13, 2025 and on the York County Website on March 6, 2025 with Chairman Randy Obermier, presiding with Daniel Grotz, Joe Burgess and Andrew Bowman. LeRoy Ott was absent. Also, present at the meeting was Mary Melby, County Clerk. The agenda of the meeting was posted on the bulletin board in the County Clerk's office and a copy of the agenda was made available to each Commissioner. Obermier announced that the Open Meetings Act was posted outside the door along with copies in the back of the Board Room and on the York County Website. Proof of publication was also available. Moved by Grotz, seconded by Burgess, to approve the minutes of the March 4, 2025 Board of Commissioners meeting, roll call: Ott absent, motion carried. (4-0) Moved by Bowman, seconded by Burgess, to adopt the agenda for Tuesday, March 18, 2025, roll call: Ott absent, motion carried. (4-0) Moved by Grotz, seconded by Bowman, to go into executive session at 8:32 a.m., to prevent needless injury to an individual, also present Gary Olson, County Attorney and Chandra Nuss, General Assistance Clerk, roll call: Ott absent, motion carried. (4-0) Moved by Burgess, seconded by Bowman, to come out of executive session at 8:38 a.m., no action was taken, roll call: Ott absent, motion carried. (4-0) GENERAL ASSISTANCE Moved by Grotz, seconded by Bowman, to approve case #25-3 for cremation, in the amount of \$2,000.00, roll call: Ott absent, motion carried. (4-0) Harvey Keim, Highway Superintendent, spoke to the Board with updates on graveling and rock-ing roads, tree trimming. He also spoke to the Board about a Federal Grant that would be available that multiple Counties could apply for together. Nate Heinz, Zoning Administrator, spoke to the Board with updates on the Zoning meeting and the rough draft of the comprehensive plan. He also spoke about plans on conducting Townhall Meetings around the County on Zoning. Cale Giese, from OPPD, spoke to the Board about Solar updates and the 21 York County residents involved. Willard Peterson, from Bradshaw, spoke to the Board about groundbreaking in Bradshaw for housing. He also spoke about Zoning consultants and asked for the public to help with consulting. Jim Klute, from York, spoke to the Board about RFR Crossings and Zoning Regulations. Gene Jackson, talked to Board about Zoning and Solar Panels. At 9:00 a.m. as advertised on March 6, 2025 in the York News Times, Chairman Obermier declared a public hearing be held to hear support, opposition, suggestions, criticism or observation for Blended Distilling application for the issuance of a Beer on Sale Only, License Class A Liquor license. Derek Keller, owner of Blended Distilling spoke to the Board and the plans on adding 4 local beers to his menu. If he has an event, he may add domestic beer to the menu for the event only. There were no public comments. 9:02 a.m. the public hearing was closed. Moved by Bowman, seconded by Grotz, to approve the Class A Liquor license of Beer on Sale only for Blended Distilling, roll call: Ott absent, motion carried. (4-0) PAYROLL AND VENDOR CLAIMS: Moved by Grotz, seconded by Burgess, to approve payroll in the amount of \$248,131.23 and the following vendor claims, roll call: Ott absent, motion carried. (4-0) ABM Supply Allo 1,763.71 1,502.53 Amazon 288.39 Black Hills 6,007.74 Blue Knight Security 3,192.00 Butler Co Detention 1,050.00 Capital Business Sys 129.03 Cash-Wa City of York-Solid Waste City of York-Ambulance Column Cornerstone Ins 4,294.49 45.25 87,144.98 1,439.92 433.44 Corporate Payment Systems 13,278.08 Crossroads 24.00 Culligan 125.50 Dale E Johnson 906.75 David City Dis. Pharmacy 53.12 Diamond Drugs 978.99 Eales 3,357.30 Eckert, Eric 300.00 Flagship Publishing 344.70 Freudenberg Tools 128.95 Gales Welding 90.33 Glenwood Telecomm 100,000.00 Global Tech Great Plains Pest Manage Greckel Construction Guardfly Inc HD Arms HD Supply Hiebner Body Shop 1,377.84 165.50 2,936.88 4,049.85 162.00 1,245.46 8,902.28 Hometown Leasing 1,027.87 Intermedia 2,250.97 Jackson Service 267.07 Jensen Lumber 85.42 Justice Works Service Kerford Limestone Johnson Sand & Gravel 24,809.62 90.00 60,662.13 Kimball Midwest 228.60 Koch Excavating 5,025.61 Kopcho's 324.50 Lancaster Co Sheriff 20.19 Language Line 6.49 Lincoln Journal Star 65.79 Matheson Tri-Gass 239.22 Mattice Lock & Sale 1,367.80	Mead Lumber Supplies 7,207.71 Microfilm Imaging 184.00 Midwest Auto Fire Sprink 450.00 Midwest Auto Parts 1,506.00 Midwest Petroleum Equip 2,218.50 MIPS 1,790.56 Mogul's 212.38 Ne Assoc of Co Treas 175.00 NPPD 699.24 Ne Truck Center 623.83 Ne-Iowa Industrial Fast 272.37 Nei-Turner Media 400.00 NMC Exchange 26,985.78 North Printing & Office 32.90 O'Reilly Auto 70.25 Overhead Door Co 248.94 Paper Tiger Shredding 155.00 Perennial 211.36 Physicians Lab Services 75.00 Piepers 510.19 Pike Reporting 171.55 Police Legal Sciences 1,440.00 Power Plan 1,612.55 Power Service 159.26 Quadient 2,302.00 RMK Sam 295.00 Rodriquez, Carrie 57.76 2,400.00 Sapp Bros 6,457.14 Segra-Unit 1,149.87 Seward Co 4,357.84 Seward County Sheriff 18.50 Slack Auto Supply 78.04 Soarin Group 68,579.00 Southwest Gravel 8,066.57 State of Ne 2,760.29 Sysco 1,171.23 Thermo King 403.69 Three R Implement 2,125.00 TK Elevator 404.84 Trans Union 209.00 US Foods 582.51 Verizon 1,079.32 22.00 Village of Benedict Village of Bradshaw 16.20 V2 Graphics Supplies 319.00 Walgreen Co Medical 899.74 Wallingford Sign 135.00 Weldon Industries 681.60 Wessells 490.76 Western Edge 69.88 Western Oil 33.84 Wilkinson, Melanie 500.00 York Ace Hardware 575.84 York Area Service Center 280.00 York Co Dev Corp 1,109.19 York Co District Crt 722.00 York Co Hwy Dept York Co Sheriff York Co Sheriff-Petty 5,312.09 1,738.63 70.27 York Creative Arts Dist. 850.00 York Dental Assoc. York Equipment 539.00 12.00 York General Hospital 237.50 299.00 Young Professionals Zelle FUNDING TRANSFERS There were no transfers. 30.00 4,885.00 Moved by Grotz, seconded by Bowman, to adopt Resolution # 25-7 for 2025-911 Surcharge; in the amount of \$1.00, roll call: Ott absent, motion carried. (4-0) There was discussion regarding Crime Stoppers with William Hoefener, President. Deb Robertson, Director of Killgore Library and Quinton Corwin spoke to the Board about upcoming events at the library. Moved by Grotz, seconded by Burgess, to reappoint Dan Audé to the Aging Services Board for a two (2) year term from April 1, 2025 to March 31, 2027, roll call: Ott Absent, motion carried. (4-0) Moved by Bowman, seconded by Burgess, to adopt a Resolution # 25-8 to submit a York County Public Transportation Operating Assistance Application and to set a hearing for changes to services, roll call: Ott absent, motion carried. (4-0) There was discussion regarding Zoning. Committee Reports were given. Moved by Grotz, Seconded by Burgess to amend prior decision on vendor claims and change the coding for a credit card charge of \$12.90 to Dollar General from 911 Emergency Management Fund (2910) to Gen Misc Fund (0100-970) and to correct vendor from State of Nebraska, Dept of Corrections to State of Nebraska, Ne State Patrol in the amount of \$939.50, roll call: Ott absent, motion carried. (4-0) Moved by Bowman, seconded by Grotz, to go into executive session at 10:16 a.m., to prevent needless injury to an individual, also present Gary Olson, County Attorney, roll call: Ott absent, motion carried. (4-0) Moved by Burgess, seconded by Bowman, to come out of executive session at 10:36 a.m., no action was taken, roll call: Ott absent, motion carried. (4-0) Moved by Grotz, seconded by Bowman, to table the discuss and act on letter of support for York County broadband projects, roll call: Ott absent, motion carried. (4-0) FEE REPORTS (reports were reviewed and placed on file) The Chairman declared the meeting adjourned at 10:38 a.m. The next meeting will be held Tuesday, April 1, 2025 at 8:30 a.m. in the County Commissioners Room, main floor of the Courthouse for the regular meeting. ***The full completed minutes can be reviewed in the County Clerks Office on the main floor of the Courthouse or visit the Counties website. Mary Melby County Clerk March 27, 2025 COL-NE-1600466 ZNEZ

**REGULAR MEETING
CITY COUNCIL – YORK, NEBRASKA
March 20, 2025
5:30 PM**

A meeting of the Mayor and City Council as the Community Development Agency 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.

Notice of this meeting was given in advance thereof by publication in the York News Times on March 13, 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.

Mayor: Barry Redfern: Present. Councilmembers: Jeff McGregor: Present, Tony North: Present, Vicki Northrop: Present, Jeff Pieper: Present, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Absent, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Police Chief Ed Tjaden, Public Works Director James Paul, Planning Director Dan Aude, Library Director Deb Robertson and City Clerk Amanda Ring.

Review and Discussion of the City of York Hyatt Studios Redevelopment Project

Mike Bacon spoke regarding the project for the Hyatt Studios hotel. This is intended to be a 109-room hotel with 22 employees. The investors would not achieve the return on investment without TIF funding. The tax-increment financing will be used for site acquisition, site development and shared public parking for the entirety of the TIF note. The total investment for the project is approximately 18 million dollars. This project is anticipated to generate approximately \$150,000 in lodging occupation tax and \$75,000 in sales tax. Construction is anticipated to start in the spring of 2025 and open as soon as possible after the first of next year. Jonathan Koester is a developer with Collaboration Real Estate. He shared the city has been wonderful to coordinate with for this project and the site is preferential, being next to the convention center. He stated the TIF funds are necessary due to the rising costs of materials. Lisa Hurley, York County Development Corporation, stated the development team for this project has been amazing to work with and she thanked the council for their consideration with this project.

Resolution 2025-7 - Hyatt Studios Redevelopment Project
RESOLUTION 2025-7

RESOLUTION RECOMMENDING APPROVAL OF THE CITY OF YORK REDEVELOPMENT PLAN FOR THE FOR THE HYATT STUDIOS 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 Hyatt Studios 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.

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: MAY 11, 2025

PLANNING COMMISSION OF THE CITY
OF YORK, NEBRASKA

ATTEST:

By: Rubely 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.

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	<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.

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)
Management 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.

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

Recess to convene as City Council

Motion to recess as the Community Development Agency of the City of York at 5:41 p.m. Ayes with a motion by Jeff Pieper and a second by Jeff McGregor. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Call to Order as the City Council

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 5:42 p.m. in the Council Chambers.

Mayor: Barry Redfern: Present. Councilmembers: Jeff McGregor: Present, Tony North: Present, Vicki Northrop: Present, Jeff Pieper: Present, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Absent, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Police Chief Ed Tjaden, Public Works Director James Paul, Planning Director Dan Aude, Library Director Deb Robertson and City Clerk Amanda Ring.

Minutes

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

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$2,450.46. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Scott Van Esch: Absent, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$226.84. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Abstain (With Conflict), Jeff McGregor: Yea, Vicki Northrop: Yea.

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$30.00. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Motion to approve the claim for Jennifer Sheppard for Creative District supply reimbursement in the amount of \$349.00. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Abstain (With Conflict), Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Claims

Motion to approve the claims for March 7, 2025 through March 20, 2025. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Department Activities Reports for February 2025

Motion to approve the departmental activities reports for the month of February 2025. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Cash Balances for February 2025

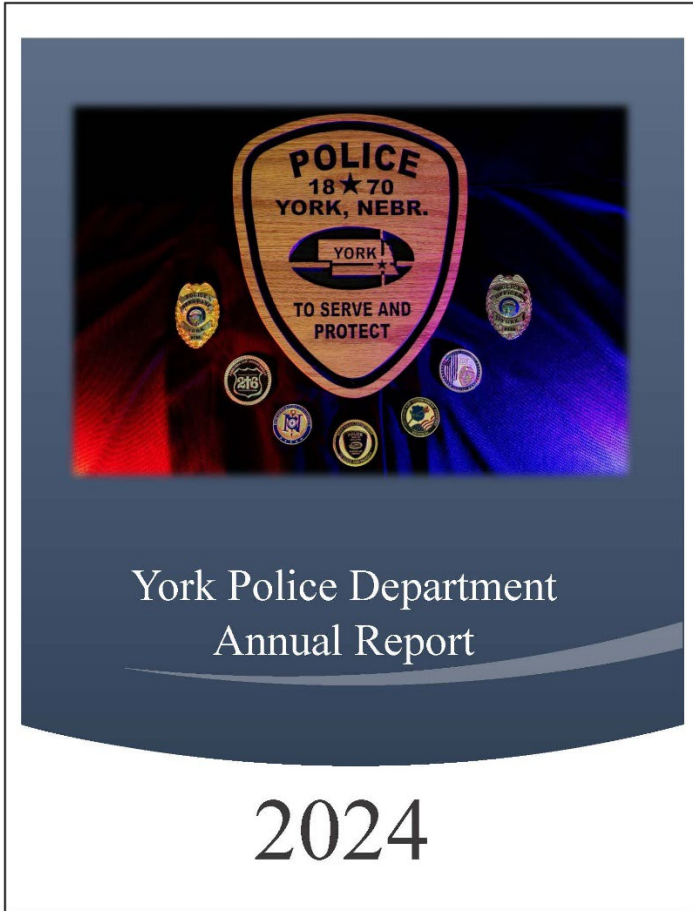
Motion to approve the cash balances for the month of February 2025. Ayes with a motion by Jerry Wilkinson and a second by Jeff McGregor. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

City Administrator Report

Dr. Crawford stated that the city had signed a disaster declaration for the severe winter storm and blizzard that came through on Wednesday, March 19, 2025. She thanked all the departments for their hard work during this blizzard. The city opened the auditorium as an emergency shelter for those in need of heat. At the time of the meeting, there were still some city residents without power, but NPPD had reported the power should be back on for all residents within a few hours. The city will designate a location for limb drop off from the storm damage at a later date. Dr. Crawford then turned the remaining time over to Deb Robertson, Library Director. Deb presented to the Council along with Quinton Corwin. Deb shared about the Community Focus Group Sessions being held at the library on March 25, 2025. These sessions offer an opportunity to share insights, collaborate with others and help shape resources and services that support the community's growth and well-being. Mr. Corwin spoke regarding the Open House for the Library's Makerspace. The open house times will be March 24, March 26 and March 27.

Annual Police Department Report

Chief Tjaden shared with the Council some of the department's accomplishments of the last year. The department is working to be proactive and preventative within the community. With a staff of 21, the department completed a combined 2,700 hours of training. There has been a steady increase in calls for service. The school resource officer program was a phenomenal success this year. The chief answered questions of the Council.



York Police Department 2024 Annual Report

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.

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York Police Department 2024 Annual Report

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.

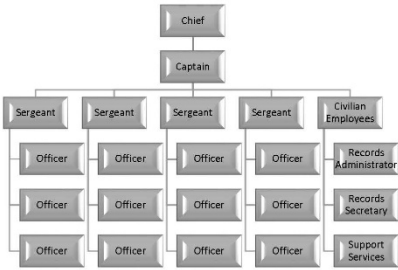
Edward Tjaden
Chief of Police



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York Police Department 2024 Annual Report

Organizational Chart:



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graph TD
    Chief[Chief] --> Captain[Captain]
    Captain --> S1[Sergeant]
    Captain --> S2[Sergeant]
    Captain --> S3[Sergeant]
    Captain --> S4[Sergeant]
    Captain --> CE[Civilian Employees]
    S1 --> O1_1[Officer]
    S1 --> O1_2[Officer]
    S2 --> O2_1[Officer]
    S2 --> O2_2[Officer]
    S3 --> O3_1[Officer]
    S3 --> O3_2[Officer]
    S4 --> O4_1[Officer]
    S4 --> O4_2[Officer]
    CE --> RA[Records Administrator]
    CE --> RS[Records Secretary]
    CE --> SS[Support Services]
    
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Chief Ed Tjaden
Captain Russ Coffey

<u>Sergeants</u>	<u>Officers</u>	<u>Civilian</u>
Brit Koch	Riley Friesen	Deb Hansen-Records Admin.
Ben Rodenborg	Brandon Mount	Christi Payne- Records Secretary
Jeff Brown	Bricen Bates	Jackie Weber-Support Services
Nick Shumway	Stephanie Schroeder	
	Brandon Koch	
	Dallas Bruning	
	Taylor Keller	
	Justin Pachner	
	Kyle Mostrom	
	Sam Bowman	
	David Wobken-Recruit	
	Maria Geesaman-Recruit	

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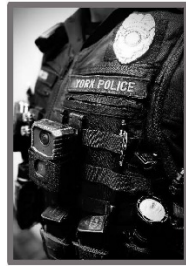
Calls for Service:

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
IIIIS: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:

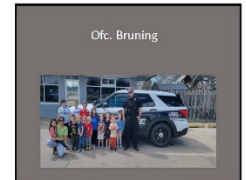
Police contact with youth consists of any in person interaction between a youth and a law enforcement officer(s). Below is information about our interaction with juveniles.

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:IIIIS 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



Sgt. Rodenberg



Ofc. Bruning

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 Holtius 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: Team.Mates mentor; Brice Bates: Special Olympics coach; Dallas Bruning: York Public Schools wrestling coach; Ben Rodenburg: Uprise Judo coach; Russ Coffey: 4-11 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.



Ofc. Bowman & Ofc. Mostrom



Construction Management Services Agreement w/SEND D for York's Repurpose Project

Dr. Crawford explained to Council that the city already signed a general administration contract for this project. This is for the construction-related tasks of the 24 Repurpose Project, to verify the city is compliant with all rules and regulations for this funding.

Motion to approve entering into a Professional Services Contract with SEND D for \$5,000 to perform Construction Management Services for York's Repurpose Project. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Proclamation declaring April and May 2025 as Spring Spruce Up Months for the City of York

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

Motion to approve the Proclamation declaring April and May as Spring Spruce Up Months for the City of York. Ayes with a motion by Jennifer Sheppard and a second by Jeff Pieper. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Free YASWA Access for Spring Spruce Up

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

Sargent Drilling – 11 potable water level probes and digital displays

James stated the city received two bids for this project. Sargent Drilling met all the bid criteria. These monitors will tie into the SCADA system that is currently in use.

Motion to approve the bid from Sargent Drilling for 11 potable water level probes and digital displays in the amount of \$74,341.00. Ayes with a motion by Jeff Pieper and a second by Tony North. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Midwest Netting Solutions – YASWA Landfill Litter Netting

James spoke regarding this bid. There were seven bids received for the landfill netting project. The budget for this project was \$250,000.00. James reviewed the bids, then requested that HDR Engineering also review them. They compared the different components for the project and warranties on materials. Projected is to be completed prior to October 1, 2025 with a wind rating of 115 mph.

Motion to approve the bid from Midwest Netting Solutions for the YASWA Landfill Litter Netting in the amount of \$248,405.33. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Public hearing for Central Park Subdivision

The Mayor declared this was the time and place for a public hearing on Central Park Subdivision. Dan Aude explained this plat was for the two buildings south of city hall. The property will be divided into two parcels. This has been recommended by the Planning Commission. There was no other public comment.

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

Northrop: Yea.

Mayor Appointment

Motion to approve the reappointment of Mike Ocken and Jeff Erickson to the Tree Board for a term ending February 1, 2028. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Motion to approve the appointment of Shad Wellman to the Tree Board for a term ending February 1, 2028. Ayes with a motion by Jeff Pieper and a second by Jeff McGregor. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Motion to approve the appointment of Ellen Hansen to the Board of Adjustment for a term ending September 1, 2028. Ayes with a motion by Jennifer Sheppard and a second by Stephen Postier. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Public hearing on City of York One- & Six-Year Street Improvement Program

The Mayor stated this was the time and place for a public hearing on the city's one-and six-year street improvement program. James Paul addressed the Council. Discussion was had regarding which projects would be scheduled for completion this year. He stated the City was working with the County on a combined project for 25th Street and this document is subject to change, dependent upon resources and costs. There was no other public comment.

Resolution 2025-6 – City of York One-and Six-Year Street Improvement Program
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.

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

Motion to approve Resolution 2025-6, the one-and-six-year street program for the City of York. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea

Public Hearing on City of York Hyatt Studios Redevelopment Project

The Mayor stated this was the time and place for a public hearing on the City of York Redevelopment Plan Amendment for CDA Area #10, Hyatt Studios Redevelopment Project. There was no public comment.

**Resolution 2025-8 – Hyatt Studios Redevelopment Plan
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:

e. 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.

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

Motion to approve 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. Ayes with a motion by Jeff McGregor and a second by Tony North. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea,

Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Resolution 2025-10 – Surplus Property
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.

EXHIBIT A

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

Motion to approve Resolution 2025-10, to declare certain city property surplus and authorize disposition of surplus property. Ayes with a motion by Stephen Postier and a second by Jerry Wilkinson. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Ordinance No. 2382 – Annexation of New Industrial Park

ORDINANCE NO. 2382

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

Motion to approve Ordinance No. 2382, the 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. Ayes with a motion by Jeff Pieper and a second by Stephen Postier. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Public hearing for industrial and agricultural height zoning regulations

The Mayor stated this was the time and place for a public hearing on the industrial and agricultural height zoning regulations. Dan shared that these ordinances were to increase the height regulation from 150' to 225', but would also need approval from the FAA within the proximity of the airport. This came to the Council with the recommendation of the Planning Commission. There was no other public comment.

Ordinance No. 2386 - to amend the height regulations for the "A-L" Agricultural district

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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2386. 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 Tony North. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea

Motion to approve Ordinance No. 2386; 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. Ayes with a motion by Tony North and a second by Jeff Pieper. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Ordinance No. 2387 - to amend the height regulations for the "I" Industrial district

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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2387. 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 Jeff McGregor. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Motion to approve Ordinance No. 2387, 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. Ayes with a motion by Stephen Postier and a second by Jeff Pieper. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Ordinance No. 2388 - to amend Chapter 8 to exempt service dogs from the requirement to pay license fees

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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2388. 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 Jeff Pieper. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Motion to approve Ordinance No. 2388, to amend Chapter 8, Section 8-64, fees, to exempt service dogs from the requirement to pay licenses fees. Ayes with a motion by Tony North and a second by Jeff McGregor. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Adjourn as City Council

The Mayor adjourned the Council meeting at 6:35 p.m.

Reconvene as Community Development Agency

Motion to reconvene as the meeting of the Mayor and City Council as the Community Development Agency of the City of York, Nebraska, in open and public session at 6:36 p.m. in the Council Chambers. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Scott Van Esch: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Vicki Northrop: Yea.

Resolution 2025-9 - Tax Increment Development Revenue Note - Hyatt Studios
**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
amount of \$1,350,000**

Up to an aggregate

(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.

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

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.

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

Adjournment

There being no further business to come before the Council as the Community Development Agency, the Mayor adjourned the meeting, the time being 6:38 p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	3,872.01	N		
01-00010	GALE	8	886.24	N		
01-00110	MATHESON TRI-GAS	4	790.86	N		
01-00120	JACKSON SERVICES INC	9	641.03	N		
01-00210	EAKES OFFICE PLUS	2	1,058.38	N		
01-00290	NORTH PRINTING & OFFICE S	8	630.82	N		
01-00300	BLACK HILLS ENERGY	12	9,415.78	N		
01-00340	BOUND TREE MEDICAL LLC	4	1,362.68	N		
01-00360	CITY OF YORK	4	32,466.47	N		
01-00370	CRESCENT ELECTRIC SUPPLY	1	1,886.15	N		
01-00540	GLOBAL TECH, INC.	12	5,366.94	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	3,717.73	N		
01-00701	OLSSON ASSOCIATES	2	2,092.00	N		
01-00710	OVERLAND SAND & GRAVEL	3	2,304.30	N		
01-00740	TK ELEVATOR CORP	1	232.35	N		
01-00750	PIEPERS INC	4	2,094.14	N		
01-00780	PRESTO X COMPANY	2	155.58	N		
01-00800	BURST, LLC	15	266.88	N		
01-00840	16TH STREET CARWASH	1	60.00	N		
01-00911	CORNERSTONE INS GROUP	1	2,336.00	N		
01-00960	GRAINGER	1	553.00	N		
01-01090	BAKER & TAYLOR, INC	4	1,450.49	N		
01-01280	PLATTE VALLEY COMMUNICATI	1	676.00	N		
01-01290	GRAND CENTRAL FOODS, INC.	3	101.72	N		
01-01350	PROTEX CENTRAL INC.	2	570.00	N		
01-01390	AFLAC	2	897.54	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	241.96	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01460	PERENNIAL POWER	1	14,032.34	N		
01-01470	SERVI-TECH LABORATORIES	2	350.00	N		
01-01490	NE DEPT OF REVENUE	2	9,511.12	N		
01-01510	HACH CO.	3	984.84	N		
01-01640	INTERNAL REVENUE SERVICE	4	57,980.42	N		
01-01650	UNION BANK	7	41,580.10	N		
01-01670	FRATERNAL ORDER OF POLICE	2	960.00	N		
01-01690	UNITED FUND	2	43.08	N		
01-01840	CORNERSTONE BANK	4	148,953.74	N		
01-01841	CORNERSTONE BANKTRUST	5	671,040.63	N		
01-02010	YORK EQUIPMENT, INC.	1	147.26	N		
01-02110	FEDERAL SIGNAL CORP	1	24,874.50	N		
01-02160	MIDWEST SERVICE & SALES C	1	5,638.12	N		
01-0217	RUSSELL COFFEY	1	656.06	N		
01-02230	MCCORMICK HEATING & AC	3	5,441.02	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	1	502.50	N		
01-02590	ADOPT A PET	1	3,500.00	N		
01-03240	YORK COUNTY DEVELOPMENT C	3	8,829.33	N		
01-03260	HOMETOWN LEASING	3	247.07	N		
01-03380	POWER SERVICE INC	1	9.99	N		
01-03590	PENNER'S TIRE & AUTO	3	203.91	N		
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00	N		
01-04050	GALLS INCORPORATED	2	293.78	N		
01-04420	SOUTHEAST NE DEV DIST	1	4,410.00	N		
01-04580	DEMCO	1	96.36	N		
01-04600	UNITED STATES POSTAL SERV	1	6,000.00	N		
01-04690	NWEA	1	175.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-05310	SAPP BROTHERS PETROLEUM,	4	3,379.86	N		
01-05870	WEX BANK	1	7,221.52	N		
01-05980	YORK MEDICAL CLINIC	2	1,137.00	N		
01-06120	NEBRASKA RURAL WATER ASSO	1	550.00	N		
01-06230	NEBRASKA FIRE SPRINKLER C	1	290.00	N		
01-06410	CASH-WA DISTRIBUTING	1	334.17	N		
01-06530	YORK COUNTY MUTUAL AID DI	1	500.00	N		
01-06800	NSVFA	1	200.00	N		
01-08220	LINCOLN MARRIOTT CORNHUSK	1	642.00	N		
01-09090	WINDSTREAM	1	46.10	N		
01-1	MISCELLANEOUS VENDOR	3	205.00	N		
01-10840	TOTAL ADMINISTRATIVE SERV	3	4,415.63	N		
01-10880	RASMUSSEN MECHANICAL SERV	1	2,009.61	N		
01-11010	VERIZON	1	1,150.82	N		
01-11190	MEAD LUMBER & RENTAL	2	125.12	N		
01-14410	LINCOLN WINWATERWORKS	2	1,075.00	N		
01-14880	ALFRED BENESCH & CO	1	7,342.94	N		
01-15300	EZ FACILITY INC.	3	8,514.00	N		
01-15880	CHARLIE'S U-SAVE RX	1	169.82	N		
01-15930	STERICYCLE INC	1	2,706.54	N		
01-15940	MED-TECH RESOURCE INC	1	252.72	N		
01-16290	MICHAELA STUHR	1	77.00	N		
01-17610	TROY A HOFFMAN	1	896.47	N		
01-18410	REGIONAL CARE INC	1	38,202.22	N		
01-19590	COLONIAL LIFE	4	815.96	N		
01-19600	AMERITAS	7	1,083.40	N		
01-21320	CULLIGAN	1	15.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-21420	TRANE US INC	1	735.00	N			
01-21860	GURNEY	1	1,982.80	N			
01-22660	SPECTRUM ENTERPRISE	2	1,079.05	N			
01-23060	ELECTRIC PUMP INC	1	661.48	N			
01-24120	FIRESPRING	1	160.00	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-25080	DEARBORN NATIONAL-VOLFIR	1	167.20	N			
01-25100	NEBRASKA RURAL RADIO ASSO	1	216.00	N			
01-25370	BRANDON LAMBERT	1	32.00	N			
01-25730	MUNSTER TINT & VINYL LLC	1	43.00	N			
01-25950	HARLOW HOME	1	10,237.50	N			
01-26910	DJ GONGOL & ASSOCIATES IN	2	624.72	N			
01-26980	PATINA STUDIOS	1	609.30	N			
01-27210	MIDWEST AUTO PARTS INC.	8	746.14	N			
01-27300	DAVIS EQUIPMENT CORPORATI	2	1,905.98	N			
01-27400	WYAD ENTERPRISES LLC	1	1,800.00	Y			
01-27510	KIESLER POLICE SUPPLY	1	3,927.50	N			
01-27570	LINCOLN CREEK ELECTRIC, L	4	2,301.16	N			
01-27810	NEW SUN THEATRE COMPANY	1	400.00	N			
01-27890	DAN AUDE	1	74.40	N			
01-28230	STANDARD INS CO	1	4,489.06	N			
01-28510	LEE ENT ADVERTISING	3	1,896.24	N			
01-28520	IRON DIAMOND MEDIA	1	50.00	N			
01-28540	AMAZON BUSINESS	14	918.25	N			
01-28570	ERIC ECKERT	1	300.00	N			
01-28630	SIMS U SHARE	1	179.95	N			
01-29270	ALLO	1	1,743.07	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-29610	BENEFIT PLANSADMINISTRAT	1	800.00	N			
01-29780	MOTOROLA SOLUTIONS INC	1	8,156.70	N			
01-29990	YORK UNIVERSITY	1	155.00	N			
01-30150	CARRIE REMMERS	3	82.96	N			
01-30460	COLLECTION ASSOCIATES	2	314.16	N			
01-31490	VESTIS	1	94.50	N			
01-31510	HD SUPPLY	3	1,844.54	N			
01-31580	FRONTLINE PUBLIC SAFETY S	1	4,200.00	Y			
01-31820	COLUMN SOFTWARE PBC	1	8.93	N			
01-32060	EMILY EGGAR	1	75.00	Y			
01-32390	2ND WIND EXERCISE EQUIPME	1	239.41	N			
01-32620	ORIGINAL WATERMEN INC	1	263.25	N			
01-32630	NE SERIOUS INJURY & LINE	1	318.40	N			
*** REPORT TOTALS ***		289	1,222,313.77				
		Payroll	200,528.09				
		Total	1,422,841.86				

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	: 3/21/2025 THRU 4/03/2025	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



CONSULTING SERVICES AGREEMENT

CLIENT	City of York	Project Name
Address	100 East 4 th Street	York School Zone Study for Pedestrian and
	PO Box 276	Traffic Safety
	York, NE 68467	Project Location Variou Locations
		York, NE
Telephone	402.363.2600	
Client Contact	James Paul	Consultant PM Terry Brown
Client Job No.		Consultant Job No.

This AGREEMENT is made by and between City of York, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):

Attachment A

Scope of Services

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
 - Attachment B: Schedule of Unit Rates
 - Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$43,500.
- BY TIME AND MATERIALS: \$_____.
- BY OTHER PAYMENT METHOD (See Attachment A): \$_____.
- AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Anthony Dirks
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 2025

DATE: March 26, _____, 2025

BENESCH OFFICE: Lincoln

ADDRESS: 825 M Street, Suite 100

Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



EXHIBIT A

WORK AUTHORIZATION NO. _____

PROJECT NO. _____ DATE _____, 20_____

PROJECT NAME _____

CLIENT _____

CLIENT PM _____ CONSULTANT PM _____

PHONE NO. _____ PHONE NO. _____

SCOPE OF SERVICES

This WORK AUTHORIZATION Number _____, with the AGREEMENT dated _____, 20_____, between _____, herein called CLIENT and Alfred Benesch & Company herein called CONSULTANT, constitutes the express authority given CONSULTANT by CLIENT to do work as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this WORK AUTHORIZATION:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- _____
- _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- CLIENT will pay a Fee based on a **Time and Materials** not to exceed \$_____ and invoice using Attachment B: Schedule of Unit Billing Rates.
- CLIENT will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- CLIENT will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, 20_____

DATE: _____, 20_____

BENESCH OFFICE: _____

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

ATTACHMENT A

Scope of Services

York School Zone Study for Pedestrian and Traffic Safety

The project consists of an engineering study of the school zones around the 5 schools for pedestrians and traffic. Benesch will recommend the School Zone Distance coverage area for each school.

- York Elementary School
- York Middle School
- York High School
- St Joseph's Catholic School
- Emmanuel-Faith Lutheran School

TASK 1. School Zone Studies and Recommendations

Benesch will collect pedestrian and vehicular counts in School Zone areas in the school year (within April to May timeline). Benesch will meet with school and city officials to determine the primary walking routes for each school. Benesch will provide recommendations for changes to speed zones within School Zone Areas based on the City of Lincoln School Zone methodology. The steps to apply the methodology from Lincoln are as follows:

SCHOOL ZONED DESIGNATION

The first step in applying the School Zone Standards at a specific school is designating the school zone and identifying appropriate school zone signs. As described in Section One: School Zone Designation of the School Zone Standards, the school zone is defined as the school property boundary plus all streets and intersections adjacent to the school property. These streets should be identified on a map designating the school zone. School Zone signs alert street users that they are approaching a school, where additional care may be needed. Guidance in Section One of the Standards should be followed to determine the proper placement of the School Zone sign, School Speed Limit Sign Assembly, and School Crossing Assembly within and around the defined School Zone and identified on the School Zone map.

REDUCED-SPEED ZONE APPLICATION

Guidance for Section One:

School Zone Designation of the School Zone Standards should be followed for the placement of the School Speed Limit Sign Assembly in advance of the school boundary.

Guidance for Section One:

Reduced-Speed Zone Standards provides guidance regarding the application of the reduced-speed zone signs. Reduced speed zones should be signed for a speed of 20 miles per hour. On streets with a base posted speed limit of 25 miles per hour, the reduced speed zone sign should be accompanied by a "When Children are Present" (S4-2P) sign. On streets with a base posted speed limit of 30 or 35 miles per hour the reduced speed zone sign should be accompanied by flashing beacons and a "When Flashing" (S4-4P) sign for 30 minutes prior to arrival and 30 minutes after departure time. A few school zones throughout the city will be on streets with a base posted speed limit of 40 miles per hour or higher. These streets require a detailed engineering study to determine the application of appropriate traffic calming measures to reduce the speed of regular traffic before the reduced speed zone is implemented. This applies to one of the case study schools and a sample

An engineering study was completed to evaluate appropriate measures to reduce the base posted speed limit on this section of the street to 35 miles per hour before applying the 20 miles per hour reduced-speed zone.

PRIMARY WALKING ROUTE NETWORK DESIGNATION

The Primary Walking Route Methodology is outlined in Section Three: School-Related Crosswalk Standards. York Public Schools will provide school attendance data to establish the 5-student threshold

walking route networks. These networks were refined by the project team and reviewed by City staff to finalize the primary walking route networks based on the street network characteristics of each school.

SCHOOL-RELATED CROSSWALK IDENTIFICATION

All crosswalks that either cross or are parallel to the primary walking route network are considered school-related crosswalks and are eligible for additional safety treatments. All school-related crosswalks were identified and numbered for each case study school. The school-related crosswalks and crosswalk characteristics were entered into a database to determine the recommended crossing treatments.

RECOMMENDED CROSSING TREATMENTS

The school-related crosswalks were sorted by whether the crossing is in a school zone and the type of crossing. This sorting method simplifies the application of the potential recommended crossing treatments.

PRIORITIZATION

The installation of the recommended crossing treatments contained in the School Zone Standards will be a significant undertaking and therefore a prioritization process is necessary to manage its installation. Therefore, it is recommended to prioritize implementing the recommended crossing treatments according to their location and the functional classification of the streets they cross or to which they are parallel.

- Benesch will evaluate Current School Crossing Routes around schools, Identifying current school crossings to determine if they are applicable and suggest additional school crossings, if necessary.
- Benesch will evaluate Bus Route pickup/drop off locations and compare them to current crosswalk systems.
- Benesch will create recommendations for School Zones around schools for the 5 schools in the city of York.
- Benesch will deliver project specifications, so that implementation of actions can occur prior to 2025-2026 school year.

Benesch's Lump Sum Fee for Services will be \$43,500.

General Schedule for the Project is as follows.

Award/Initial Meeting	April 2025
Data Gathering	April-May 2025
School Zone Methodology	June 2025
Recommendations/Prioritization	July 2025



PROCLAMATION

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of agriculture that a special day be set aside for the planting of trees; and

WHEREAS: This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS: Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS: Trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS: Trees are a source of joy and spiritual renewal; and

WHEREAS: The City of York has been recognized as Tree City USA by the National Arbor Day Foundation, and desires to continue its tree planting ways; NOW

THEREFORE: I, Barry Redfern, Mayor of the City of York, DO HEREBY PROCLAIM
April 25, 2025, as

ARBOR DAY

in York and urge the citizens of York to support efforts to care for our trees and woodlands and to support our City's community forestry program; and urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Barry Redfern, Mayor

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF YORK, NEBRASKA, SPONSOR OF YORK MUNICIPAL AIRPORT, HELD ON _____, 2025.

The following resolution was introduced by _____, read in full, seconded by _____ and considered:

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT TO WAIVE RECEIPT OF THE NON-PRIMARY ENTITLEMENT FUNDS APPORTIONED TO YORK MUNICIPAL AIRPORT IN FISCAL YEAR 2022 AND TRANSFERRING THESE FUNDS TO NDOT AERONAUTICS DIVISION.

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

1. The City Council shall enter into an Agreement with the Federal Aviation Administration waiving the airport's right to the specified non-primary entitlement funds and transferring those funds to NDOT Aeronautics Division.
2. The Mayor of York is hereby authorized and directed to execute said Agreement on behalf of the City Council.
3. The Agreement referred to hereinabove is attached hereto as Exhibit "O" and made a part hereof by reference.

Upon calling for a vote on the resolution, _____ voted yea, and _____ voted nay, and the resolution therefore was declared passed and approved on _____, 2025.

ATTEST: _____
Clerk

Mayor



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of York

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): York Municipal Airport (JYR)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2022	\$ 57,210.00
Total		\$ 57,210.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ()

Name of Receiving Airport's Sponsor: NDOT Aeronautics Division

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2025 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: _____

Title: _____

Date: _____



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

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For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

