

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, September 19, 2024
5:30 PM

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

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

1. Call to Order as the Community Development Agency
2. The Open Meetings Act is posted on the East Wall of the Council Chambers
3. Roll Call
4. Review and Discussion of the City of York Redevelopment Plan Amendment for CDA Area #10, Fairfield Inn Redevelopment Project and related Cost Benefit Analysis
5. Consider approval of Resolution 2024-25 - recommending approval of the City of York Redevelopment Plan Amendment for CDA Area #10, Fairfield Inn Redevelopment Project and related Cost Benefit Analysis; and approval of related actions
6. Recess to convene as City Council
7. Call to Order as the City Council
8. The Open Meetings Act is posted on the East Wall of the Council Chambers
9. Notice of this meeting was published in the York News Times on September 12, 2024
10. Pledge of Allegiance
11. Roll Call
12. Minutes of the September 5, 2024 meeting
13. Claims of Elected Officials

- 13.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,772.88
- 13.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$987.59
14. Claims for the period of September 6 through September 19, 2024
15. Department Activities Reports for the month of August 2024
16. Approve Cash Balances for the month of August 2024
17. City Administrator Report
18. Public hearing to consider amending the 'C-2' Business District, 'C-3' and 'C-4' Highway Commercial Districts to increase maximum height for buildings and structures:
 - 18.1. Ordinance No. 2373 - to amend the 'C-2' Business District of the zoning code to increase the maximum height for buildings and structures to sixty feet
 - 18.1.1. Suspend the rules for Ordinance No. 2373
 - 18.1.2. Passage of Ordinance No. 2373
 - 18.2. Ordinance No. 2374 - to amend the 'C-3' Highway Commercial District of the zoning code to increase the maximum height for buildings and structures to sixty feet
 - 18.2.1. Suspend the rules for Ordinance No. 2374
 - 18.2.2. Passage of Ordinance No. 2374
 - 18.3. Ordinance No. 2375 - to amend the 'C-4' Highway Commercial District of the zoning code to increase the maximum height for buildings and structures to sixty feet
 - 18.3.1. Suspend the rules for Ordinance No. 2375
 - 18.3.2. Passage of Ordinance No. 2375
19. Public Hearing on City of York Redevelopment Plan Amendment for CDA Area #10, Fairfield Inn Redevelopment Project
 - 19.1. Consider approval of Resolution 2024-26 - approving the City of York Fairfield Inn Redevelopment Plan; approval of a redevelopment project of the City of York; and approval of related actions

20. Consider approval of Resolution 2024-28 - Supplemental Agreement No. 2 for preliminary engineering services agreement between the City of York and Olsson Inc, for project BK2301 Project Access York in the amount of \$509,473.46
21. Sheila Kulhanek to address the Council regarding Project Access York
22. Leo Epp to address the Council about potential liability issues regarding Project Access York
23. Adjourn as City Council
24. Reconvene as Community Development Agency
25. Consider approval of Resolution 2024-27 - 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 Fairfield Inn
26. Adjournment

City of York, Nebraska, Community Development Agency Fairfield Inn 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 the financing to assist in site rehabilitation and infrastructure extension for a new Fairfield Inn.

Executive Summary:

Project Description:

THE REHABILITATION OF AN UNDEVELOPED PLATTED LOT IN CDA AREA #10 REQUIRING SIGNIFICANT SITE PREPARATION AND PAVEMENT OF THE A PORTION OF GRAND AVENUE AND THE CONSTRUCTION OF A NEW FAIRFIELD INN WITH UP TO 79 ROOMS WITH PARKING AND OTHER AMENITIES

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of Lot 3, Block 1, H&R Addition and Grand Avenue adjoining said lot in to the city of York, York County, Nebraska, will incent a significant development near the Interstate 80 interchange. The total project is estimated to cost \$13,989,314. The investment will allow for the paved extension of Grand Avenue, construction of a new hotel attracting 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 developer cannot generate a sufficient return to justify this level of investment. This project would not be feasible without the use of TIF and will not be financed without a grant funded by tax increment financing. The CDA has documentation from the Redeveloper showing that the level of project investment yields a rate of return less than is standard for this development.

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

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

Property Description (the “Redevelopment Project Area”)

Legal Description: Lot 3, Block 1, H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

Existing Land Use is shown below.



The current assessed valuation of the real estate is \$267,000 (“base value”) and is taxed at \$4,784. 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 \$6,320,000 as a result of the rehabilitation.

Statutory Pledge of Taxes.

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

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

collected by or for the bodies; and

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

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

Redevelopment Plan Complies with the Act:

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

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

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

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

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 rehabilitate the Redevelopment Project Area for permitted uses on this property as defined by the current and effective zoning regulations, subject to revision of height restrictions.

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

a. Land Acquisition:

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

acquisition by the CDA.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

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

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

The area is zoned C-3 Highway Commercial. A zoning change will be required to allow the anticipated structure height of 60 feet. It is anticipated that such change will be made by the City for all of the C-3 zone. Grand Avenue will be paved and extended to the southern end of Lot 3, Block 1, H&R Addition to the city. No other planning changes contemplated.

The Redevelopment Plan provides that the Redeveloper will pay for the paved extension of Grand Avenue to the west of the site to standards established by the City.

The proposed site plan for the development shows a driveway exit onto a dedicated but unopened street south of site. In order to prevent the public from traveling on the unopened roadway, the Redeveloper will be required to install an unmovable barricade preventing vehicles exiting the site to the south. The city will not be required to open or otherwise improve the unopened street.

e. Site Coverage and Intensity of Use

Exhibit "A" shows the site as fully developed. The site contains 1.78 acres. The structure will contain 4 stories with the development to provide 79 parking spaces, six of which will be ADA compliant. 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. No member of the CDA, nor any employee thereof holds any interest in any property in this Redevelopment Project Area.

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 is the owner of the property. The Request for Tax Increment Financing shows estimated costs for site preparation is included in the project construction cost. Since the site is owned by the Redeveloper there will be no proceeds from site disposal.

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

Project financing includes \$1,857,044 in equity, a commercial loan of \$11,191,451 and a TIF grant of \$937,804. 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 amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring blighting conditions due to site obsolescence.

8. Time Frame for Development

Development of this project is anticipated to begin in late fall of 2024.

9. Cost Benefit Analysis

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

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

Project Sources and Uses. Based on Redeveloper's estimate of annual TIF revenues, \$1,627,000 (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 \$8.19 for every tax dollar invested.

The grant from TIF funds of \$937,804 will reimburse the Redeveloper for a portion of the TIF eligible costs of the project expenditures below:

A. Land Acquisition:	78,000
B. Site Development: (to be separated from construction cost)	\$TBD
C. Building Costs:	\$10,974,124
D. Equipment	\$342,900
E. Architectural & Engineering	\$260,000
F. Redeveloper Legal Fees	\$10,000
G. Paving of Grand Avenue	\$373,568
H. Financing Costs	\$724,127
I. Parking (to be separated from construction cost)	TBD
J. Other	\$1,226,595
TOTAL	\$13,989,314

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2024, valuation of approximately \$267,000. Based on the 2023 levy this would result in a real property tax of approximately \$4,875. It is anticipated that the assessed value will increase by \$6,053,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$108,467 annually. 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:	\$ 267,000
Estimated value after completion	\$6,320,000
Increment value	\$6,053,000
Annual TIF generated (estimated)	\$ 108,467
TIF bond issue	\$ 937,804

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

Tax shifts will be anticipated to be equal to \$1,627,000 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.

The Project will require paving a portion of Grand Avenue. The Redeveloper will be responsible for that cost.

This redevelopment project will generate significant lodging tax and generate approximately \$57,000 in local city sales tax.

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

This project is project to incur approximately \$500,000 in payroll cost at full operation, with the number of employees yet to be determined.

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

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

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

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

This project will provide the pavement of Grand Avenue along the western edge of the site without cost to the York taxpayer.

Exhibit A

Future Land Use After Rehabilitation



SITE INFORMATION

SITE LEGEND

SEIRACK



Attachment 7
ROI and Financial Analysis

FUNDING REQUIREMENTS	
Total Project Estimate	\$13,989,314
Equity/Equiv.	\$2,797,863
Loan	\$11,191,451

* See Use of Funds – Attachment 7a

Sources of Funds		
	With TIF	Without TIF
Equity	\$1,857,363	\$2,797,863
TIF	\$940,500	0
Loan	\$11,191,451	\$11,191,451

PRO FORMA	YEAR 1
Revenue:	
Room Rental	\$2,794,848.00
Miscellaneous Revenue	\$61,986.00
<i>Total Revenue</i>	<i>\$2,856,834.00</i>
Expenses:	
Payroll	\$425,127.00
Payroll Taxes/Related	\$77,798.00
Other Expenses	\$680,328.00
Franchise Fees/Ins./Etc.	\$413,684.00
<i>Total Expense</i>	<i>\$1,596,937.00</i>
Net Operating Income:	\$1,259,897.00
Debt Service:	\$1,036,800.00
Net Cash Flow:	\$223,097.00

* See Operating Budget – Year 1 – Attachment 7b

ROI Analysis		
	WITH TIF	WITHOUT TIF
Owner Equity:	\$1,857,362.80	\$2,797,862.80
Net Cash Flow:	\$223,097.00	\$223,097.00
ROI:	12.0%	8.0%

Tax Increment Financing (TIF) is necessary for this project. Without TIF, the project is not economically feasible. The Return on Investment (ROI) for this project with TIF is approximately 12%, which is a commercially reasonable rate of return for a development project with this much up-front capital requirement and risk. Without TIF, the ROI would only be approximately 8%. Any ROI below 10% is insufficient as an investment based on the time, energy, and risk. Without TIF, the project will not occur in this location.

Use of Funds

Attachment 7a

Brand:
Estimate Square Footage:
Number of Rooms:

Fairfield Inn
42,885
79

	Total	Per Room
Land Cost:	\$78,000	\$987.34

Soft Costs:

Soil Borings	\$4,500	\$56.96
Phase I	\$4,000	\$50.63
Phase II		
Engineering	\$35,000	\$443.04
Appraisal	\$5,000	\$63.29
Feasibility Study	\$4,400	\$55.70
Architectural	\$120,000	\$1,518.99
Landscape Design	\$6,000	\$75.95
Impact Fees (est.)	\$75,000	\$949.37
Tap Fees	In Bid	
Developer's Fees		
Franchise Fee	\$50,000	\$632.91
Total	\$303,900	\$3,846.84

General Construction:

Site Development (includes Demo Fees)	In Bid	\$0.00
Landscaping	In Bid	\$0.00
Building Construction	\$10,721,250	\$135,712.03
3% Contingency	\$321,638	\$4,071.36
Construction Control	\$15,000	\$189.87
Waste Water System		
Pool	In Bid	
Sigage	\$45,000	\$569.62
Field Engineering	In Bid	
Bonds	\$25,000	\$316.46
Total	\$11,127,888	\$140,859.34

FFE & Start Up Expenses:

	\$1,412,500	\$17,879.75
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Financing & Closing Costs:

Loan Origination Fees/SBA/USDA	\$139,099	\$1,760.74
Construction Interest/Reserve	\$510,028	\$6,456.05
Lender Inspections	\$8,000	\$101.27
Builder's Risk Insurance	\$20,000	\$253.16
Title Insurance	\$17,000	\$215.19
Closing Cost/Legal Fees	\$30,000	\$379.75
Total	\$724,127	\$9,166.16

Total Estimate Construction & Land:	\$13,848,414	\$172,739.42
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Additional Expenses:

Computer Software	\$109,500	\$1,386.08
Telephone System	\$63,400	\$802.53
Pre-Opening Advertising	\$30,000	\$379.75
Pre-Opening Payroll	\$40,000	\$506.33
Working Capital	\$100,000	\$1,265.82
Total	\$342,900	\$4,340.51

Total Project Estimate	\$13,989,314	\$177,079.93
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	20%	25%
Down Payment:	\$2,797,863	\$3,497,329
Loan Amount:	\$11,191,451	\$10,491,986
Estimated Payment:	\$86,400	\$81,000

Notes:

Attachment 7b

Total Rooms: 79
Total Rooms Annually: 28,835
OCC: 66.87%
ADR: \$144.83
RevPAR: \$96.93

Room Type	Number	Rack* Rate
King	31	\$160
D/Queen	40	\$170
K/Suites	8	\$185
Q/Suites		

*Does Not Include Special Events

Income Per Unit	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total	Weeks	Totals YR Per Room
ADR Model Peak: (May-June-July-August-September	\$142.59	\$142.59	\$147.59	\$147.59	\$147.59	\$167.59	\$167.59	\$1,063.16	17.38	\$18,477.80
ADR Model Mid-Peak: (April-October)	\$132.59	\$132.59	\$137.59	\$137.59	\$137.59	\$147.59	\$147.59	\$973.16	17.38	\$16,913.60
ADR Model Off-Peak: (January-February-November-December)	\$127.59	\$132.59	\$132.59	\$132.59	\$127.59	\$142.59	\$142.59	\$938.16	17.24	\$16,173.96
Total Possible Revenue										\$51,565.36

Revenue:

Gross Revenue per Month
(corporate-group-leisure)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
\$327,324	\$295,648	\$370,937	\$328,583	\$370,937	\$358,971	\$370,937	\$370,937	\$358,971	\$339,536	\$316,765	\$327,324	\$4,136,869
Occupancy PCT	50.90%	51.70%	64.50%	72.60%	76.10%	86.90%	78.60%	76.10%	78.60%	68.70%	53.90%	43.80%
Occupied Rooms	1,247	1,144	1,580	1,721	1,864	2,060	1,925	1,864	1,863	1,682	1,277	1,073
ADR	\$133.66	\$133.66	\$151.46	\$138.64	\$151.46	\$151.46	\$151.46	\$151.46	\$151.46	\$138.64	\$133.66	\$133.66
RevPAR	\$68.03	\$69.10	\$97.69	\$100.65	\$115.26	\$131.62	\$119.05	\$115.26	\$119.05	\$95.25	\$72.04	\$58.54
Gross Revenue Based on Occupancy	\$166,608	\$152,850	\$239,254	\$238,551	\$282,283	\$311,946	\$291,556	\$282,283	\$282,151	\$233,261	\$170,737	\$143,368

Misc. Income

Vending Machine/Food Pantry
Pet Fee
Meeting Room
Total
Total Gross Revenue

\$1,333	\$1,223	\$1,914	\$1,908	\$2,258	\$2,496	\$2,332	\$2,258	\$2,257	\$1,866	\$1,366	\$1,147	\$22,359
\$935	\$858	\$1,185	\$1,290	\$1,398	\$1,545	\$1,444	\$1,398	\$1,397	\$1,262	\$958	\$804	\$14,473
\$1,499	\$1,376	\$2,153	\$2,147	\$2,541	\$2,808	\$2,624	\$2,541	\$2,539	\$2,099	\$1,537	\$1,290	\$25,154
\$3,767	\$3,456	\$5,252	\$5,346	\$6,197	\$6,848	\$6,400	\$6,197	\$6,194	\$5,227	\$3,861	\$3,242	\$61,986
\$170,375	\$156,306	\$244,506	\$243,897	\$288,479	\$318,793	\$297,956	\$288,479	\$288,345	\$238,488	\$174,597	\$146,610	\$2,856,833

Expenses:

Payroll & Related

Administrative & Supervision
Rooms - Public Area
Housekeeping
Maintenance
Total

\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$150,000
\$10,075	\$9,100	\$10,075	\$9,750	\$10,075	\$9,750	\$10,075	\$10,075	\$9,750	\$10,075	\$9,750	\$10,075	\$118,625
\$7,401	\$6,790	\$9,379	\$10,216	\$11,066	\$12,228	\$11,429	\$11,066	\$11,060	\$9,990	\$7,585	\$6,369	\$114,579
\$2,499	\$2,293	\$3,589	\$3,578	\$4,234	\$4,679	\$4,373	\$4,234	\$4,232	\$3,499	\$2,561	\$2,151	\$41,923
\$32,475	\$30,683	\$35,543	\$36,044	\$37,875	\$39,158	\$38,378	\$37,875	\$37,543	\$36,064	\$32,396	\$31,094	\$425,127

Related Payroll

Payroll Taxes

\$3,248	\$3,068	\$3,554	\$3,604	\$3,787	\$3,916	\$3,838	\$3,787	\$3,754	\$3,606	\$3,240	\$3,109	\$42,513
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Benefits-Group Insurance
Benefits-Workmens Comp
Total

\$1,299	\$1,227	\$1,422	\$1,442	\$1,515	\$1,566	\$1,535	\$1,515	\$1,502	\$1,443	\$1,296	\$1,244	\$17,005
\$1,396	\$1,319	\$1,528	\$1,550	\$1,629	\$1,684	\$1,650	\$1,629	\$1,614	\$1,551	\$1,393	\$1,337	\$18,280
\$5,943	\$5,615	\$6,504	\$6,596	\$6,931	\$7,166	\$7,023	\$6,931	\$6,870	\$6,600	\$5,928	\$5,690	\$77,798

Other Expenses

Photocopy Rental & Supplies
Breakfast
Audit & Legal
Dues & Subscriptions
Cleaning Supplies
Guest Supplies
Laundry/Dry Cleaning
Linen
Office Supplies
Decorations
Uniforms
Telephone & Telecom
Credit Card Commissions
Travel Agent Commission
Marketing
Postage
Promotions
Licences
Reservation Fee
Pest Control
Miscellaneous
Total

\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$13,200
\$5,298	\$4,860	\$6,713	\$7,313	\$7,921	\$8,753	\$8,181	\$7,921	\$7,917	\$7,150	\$5,429	\$4,559	\$82,015
\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$8,400
\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
\$2,666	\$2,446	\$3,828	\$3,817	\$4,517	\$4,991	\$4,665	\$4,517	\$4,514	\$3,732	\$2,732	\$2,294	\$44,718
\$3,499	\$3,210	\$5,024	\$5,010	\$5,928	\$6,551	\$6,123	\$5,928	\$5,925	\$4,898	\$3,585	\$3,011	\$58,692
\$333	\$306	\$479	\$477	\$565	\$624	\$583	\$565	\$564	\$467	\$341	\$287	\$5,590
\$716	\$657	\$1,029	\$1,026	\$1,214	\$1,341	\$1,254	\$1,214	\$1,213	\$1,003	\$734	\$616	\$12,018
\$516	\$474	\$742	\$740	\$875	\$967	\$904	\$875	\$875	\$723	\$529	\$444	\$8,664
\$167	\$153	\$239	\$239	\$282	\$312	\$292	\$282	\$282	\$233	\$171	\$143	\$2,795
\$750	\$688	\$1,077	\$1,073	\$1,270	\$1,404	\$1,312	\$1,270	\$1,270	\$1,050	\$768	\$645	\$12,577
\$5,831	\$5,350	\$8,374	\$8,349	\$9,880	\$10,918	\$10,204	\$9,880	\$9,875	\$8,164	\$5,976	\$5,018	\$97,820
\$2,749	\$2,522	\$3,948	\$3,936	\$4,658	\$5,147	\$4,811	\$4,658	\$4,655	\$3,849	\$2,817	\$2,366	\$46,115
\$2,416	\$2,216	\$3,469	\$3,459	\$4,093	\$4,523	\$4,228	\$4,093	\$4,091	\$3,382	\$2,476	\$2,079	\$40,525
\$8,414	\$7,885	\$11,211	\$11,184	\$12,868	\$14,010	\$13,225	\$12,868	\$12,863	\$10,981	\$8,573	\$7,520	\$131,602
\$583	\$535	\$837	\$835	\$988	\$1,092	\$1,020	\$988	\$988	\$816	\$598	\$502	\$9,782
\$1,166	\$1,070	\$1,675	\$1,670	\$1,976	\$2,184	\$2,041	\$1,976	\$1,975	\$1,633	\$1,195	\$1,004	\$19,564
\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
\$2,916	\$2,675	\$4,187	\$4,175	\$4,940	\$5,459	\$5,102	\$4,940	\$4,938	\$4,082	\$2,988	\$2,509	\$48,910
\$500	\$459	\$718	\$716	\$847	\$936	\$875	\$847	\$846	\$700	\$512	\$430	\$8,385
\$1,333	\$1,223	\$1,914	\$1,908	\$2,258	\$2,496	\$2,332	\$2,258	\$2,257	\$1,866	\$1,366	\$1,147	\$22,359
\$42,203	\$39,077	\$57,814	\$58,276	\$67,429	\$74,057	\$69,501	\$67,429	\$67,399	\$57,080	\$43,141	\$36,923	\$680,328

Additional Expenses

Franchise Fees
Misc. Franchise Expenses
Property Taxes
Liability Insurance
Capital Reserve
Energy Expense
Total

\$5,831	\$5,350	\$8,374	\$8,349	\$9,880	\$10,918	\$10,204	\$9,880	\$9,875	\$8,164	\$5,976	\$5,018	\$97,820
\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$25,200
\$5,165	\$4,738	\$7,417	\$7,395	\$8,751	\$9,670	\$9,038	\$8,751	\$8,747	\$7,231	\$5,293	\$4,444	\$86,640
\$2,166	\$1,987	\$3,110	\$3,101	\$3,670	\$4,055	\$3,790	\$3,670	\$3,668	\$3,032	\$2,220	\$1,864	\$36,333
\$1,999	\$1,834	\$2,871	\$2,863	\$3,387	\$3,743	\$3,499	\$3,387	\$3,386	\$2,799	\$2,049	\$1,720	\$33,538
\$7,997	\$7,337	\$11,484	\$11,450	\$13,550	\$14,973	\$13,995	\$13,550	\$13,543	\$11,197	\$8,195	\$6,882	\$134,153
\$25,259	\$23,346	\$35,356	\$35,259	\$41,337	\$45,460	\$42,626	\$41,337	\$41,319	\$34,523	\$25,832	\$22,028	\$413,684

Total Expense

Net Income - Rooms

\$105,880	\$98,721	\$135,217	\$136,175	\$153,572	\$165,841	\$157,528	\$153,572	\$153,131	\$134,266	\$107,298	\$95,736	\$1,596,937
\$64,495	\$57,585	\$109,289	\$107,722	\$134,907	\$152,952	\$140,428	\$134,907	\$135,213	\$104,222	\$67,300	\$50,874	\$1,259,896

Debt Service

(Based on 30YR - 80% LTV)/8%

Income After Debt Service

\$86,400	\$86,400	\$86,400	\$86,400	\$86,400	\$86,400	\$86,400	\$86,400	\$86,400	\$86,400	\$86,400	\$86,400	\$1,036,800
-\$21,905	-\$28,815	\$22,889	\$21,322	\$48,507	\$66,552	\$54,028	\$48,507	\$48,813	\$17,822	-\$19,100	-\$35,526	\$223,096

RESOLUTION 2024-25

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

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

Recitals:

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

b. Pursuant to and in furtherance of the Act, the City of York Redevelopment Fairfield Inn Redevelopment Plan (the “**Redevelopment Plan**”) has been prepared and submitted to the Community Development Agency of York, Nebraska, (the “**Agency**”) by Anarba, 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 letter from the Redeveloper demonstrating that the level of investment required for the project is insufficient to make the project financially feasible without tax increment financing.

3. In compliance with Section 18-2114 of the Act, the Agency finds and determines as follows: (i) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency; (ii) the estimated cost of preparing the project site as described in the Redevelopment Plan and related costs equal \$516,832; (iii) the method of acquisition of the real estate by the Redeveloper was by private purchase; (iv) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the amount of \$937,804, the proceeds of which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper and its lender; and (v) no families or businesses will be displaced as a result of the project.

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

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

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

PASSED AND APPROVED on September 19, 2024.

**COMMUNITY DEVELOPMENT
AGENCY OF YORK, NEBRASA**

Chair

ATTEST:

Secretary

EXHIBIT “A”

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lot 3, Block 1 H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

EXHIBIT “B”

RESOLUTION OF PLANNING COMMISSION

[Attach copy of Resolution]

PLANNING COMMISSION OF
THE CITY OF YORK

RESOLUTION 2024-20

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

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

Recitals:

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

Resolved that:

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

DATED: 09/10/2024

PLANNING COMMISSION OF THE CITY
OF YORK, NEBRASKA

ATTEST:

By: Amber Stephens
Chair

By: Amanda King
Recording Secretary



EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lot 3, Block 1, H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

EXHIBIT B

REDEVELOPMENT PLAN

[Attach Copy of Fairfield Inn Redevelopment Plan]

City of York, Nebraska, Community Development Agency Fairfield Inn 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 the financing to assist in site rehabilitation and infrastructure extension for a new Fairfield Inn.

Executive Summary:

Project Description:

THE REHABILITATION OF AN UNDEVELOPED PLATTED LOT IN CDA AREA #10 REQUIRING SIGNIFICANT SITE PREPARATION AND PAVEMENT OF THE A PORTION OF GRAND AVENUE AND THE CONSTRUCTION OF A NEW FAIRFIELD INN WITH UP TO 79 ROOMS WITH PARKING AND OTHER AMENITIES

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of Lot 3, Block 1, H&R Addition and Grand Avenue adjoining said lot in to the city of York, York County, Nebraska, will incent a significant development near the Interstate 80 interchange. The total project is estimated to cost \$13,989,314. The investment will allow for the paved extension of Grand Avenue, construction of a new hotel attracting 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 developer cannot generate a sufficient return to justify this level of investment. This project would not be feasible without the use of TIF and will not be financed without a grant funded by tax increment financing. The CDA has documentation from the Redeveloper showing that the level of project investment yields a rate of return less than is standard for this development.

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

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

Property Description (the “Redevelopment Project Area”)

Legal Description: Lot 3, Block 1, H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

Existing Land Use is shown below.



The current assessed valuation of the real estate is \$267,000 (“base value”) and is taxed at \$4,784. 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 \$6,320,000 as a result of the rehabilitation.

Statutory Pledge of Taxes.

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

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

collected by or for the bodies; and

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

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

Redevelopment Plan Complies with the Act:

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

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

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

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

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 rehabilitate the Redevelopment Project Area for permitted uses on this property as defined by the current and effective zoning regulations, subject to revision of height restrictions.

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

a. Land Acquisition:

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

acquisition by the CDA.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

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

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

The area is zoned C-3 Highway Commercial. A zoning change will be required to allow the anticipated structure height of 60 feet. It is anticipated that such change will be made by the City for all of the C-3 zone. Grand Avenue will be paved and extended to the southern end of Lot 3, Block 1, H&R Addition to the city. No other planning changes contemplated.

The Redevelopment Plan provides that the Redeveloper will pay for the paved extension of Grand Avenue to the west of the site to standards established by the City.

The proposed site plan for the development shows a driveway exit onto a dedicated but unopened street south of site. In order to prevent the public from traveling on the unopened roadway, the Redeveloper will be required to install an unmovable barricade preventing vehicles exiting the site to the south. The city will not be required to open or otherwise improve the unopened street.

e. Site Coverage and Intensity of Use

Exhibit "A" shows the site as fully developed. The site contains 1.78 acres. The structure will contain 4 stories with the development to provide 79 parking spaces, six of which will be ADA compliant. 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. No member of the CDA, nor any employee thereof holds any interest in any property in this Redevelopment Project Area.

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 is the owner of the property. The Request for Tax Increment Financing shows estimated costs for site preparation is included in the project construction cost. Since the site is owned by the Redeveloper there will be no proceeds from site disposal.

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

Project financing includes \$1,857,044 in equity, a commercial loan of \$11,191,451 and a TIF grant of \$937,804. 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 amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring blighting conditions due to site obsolescence.

8. Time Frame for Development

Development of this project is anticipated to begin in late fall of 2024.

9. Cost Benefit Analysis

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

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

Project Sources and Uses. Based on Redeveloper's estimate of annual TIF revenues, \$1,627,000 (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 \$8.19 for every tax dollar invested.

The grant from TIF funds of \$937,804 will reimburse the Redeveloper for a portion of the TIF eligible costs of the project expenditures below:

A. Land Acquisition:	78,000
B. Site Development: (to be separated from construction cost)	\$TBD
C. Building Costs:	\$10,974,124
D. Equipment	\$342,900
E. Architectural & Engineering	\$260,000
F. Redeveloper Legal Fees	\$10,000
G. Paving of Grand Avenue	\$373,568
H. Financing Costs	\$724,127
I. Parking (to be separated from construction cost)	TBD
J. Other	\$1,226,595
TOTAL	\$13,989,314

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2024, valuation of approximately \$267,000. Based on the 2023 levy this would result in a real property tax of approximately \$4,875. It is anticipated that the assessed value will increase by \$6,053,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$108,467 annually. 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:	\$ 267,000
Estimated value after completion	\$6,320,000
Increment value	\$6,053,000
Annual TIF generated (estimated)	\$ 108,467
TIF bond issue	\$ 937,804

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

Tax shifts will be anticipated to be equal to \$1,627,000 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.

The Project will require paving a portion of Grand Avenue. The Redeveloper will be responsible for that cost.

This redevelopment project will generate significant lodging tax and generate approximately \$57,000 in local city sales tax.

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

This project is project to incur approximately \$500,000 in payroll cost at full operation, with the number of employees yet to be determined.

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

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

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

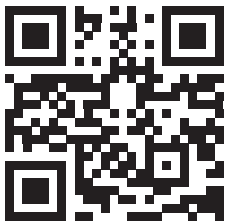
(f) Any other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project will provide the pavement of Grand Avenue along the western edge of the site without cost to the York taxpayer.

Exhibit A

Future Land Use After Rehabilitation

SCAN THE QR CODE
TO PLACE AN AD



MARKETPLACE

TO PLACE AN AD - SELF-SERVE: https://yorknewstimes.com/place_an_ad

LEGALS AND PUBLIC NOTICE: legals@yorknewstimes.com

OBITUARIES: obits@yorknews.com

CLASSIFIEDS: classifieds@yorknewstimes.com

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Call: 402-204-7004

Call: 402-204-7004

Call: 402-204-7007

0099 LEGALS

NOTICE OF BUDGET HEARING, BOARD OF COMMISSIONERS and BOARD OF EQUALIZATION MEETINGS

NOTICE IS HEREBY GIVEN, the regular board meeting of the York County Board of Commissioners and the York County Board of Equalization will commence immediately upon the adjournment of the preceding Budget Hearing and Special Hearing to set final tax request which will begin at 8:30 a.m. on September 17, 2024, and continue until all attendee testimony has concluded.

The York County Board will meet on Tuesday September 17, 2024 as the Board of Equalization following the Board of Commissioners meeting.

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
Deputy County Clerk
York County, Nebraska
Sept. 12, 2024 ZNEZ

NOTICE OF MEETING

Notice is hereby given that a meeting of the Community Development Agency of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, September 19, 2024 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. Discussion to be had regarding the Fairfield Inn Redevelopment Plan for the City of York CRA #10.

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, September 19, 2024 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk. Amanda Ring, City Clerk
Sept. 10, 2024 ZNEZ

LEGAL NOTICE

NOTICE OF APPLICATION FOR LIQUOR LICENSE FOR Wessels Living History Farm for a one-night event on October 18, 2024 has been received by the York County Board of Commissioners.

Wessels Living History Farm, have filed an application with the Nebraska Liquor Control Commission.

All persons desiring to give evidence before the local governing body in support of or protest against the issuance of said license may do so at the time of the regular Commissioners meeting scheduled September 17, 2024 after the Budget Hearing and Special Hearing for Tax Request.

Mary Melby, County Clerk
York County, Nebraska
Sept. 12, 2024 ZNEZ

NOTICE OF JOINT PUBLIC HEARING ON PROPOSED PROPERTY TAX INCREASES

Public notice is hereby given, in compliance with the provisions of Neb. Rev. Stat. § 77-1633, that representatives of the following political subdivisions will meet on the 18th day of September, 2024 at 7:00 p.m., at McCool Junction Public School main gym located at 209 South Gragan Ave, McCool Junction, Ne 68401 for the purpose of conducting a joint public hearing to obtain public input on property tax increases proposed by the following subdivisions:

McCool Junction Public School, 402-724-2231, property tax requested in the amount of \$3,156,566.00

Said meeting is open to the public. Accommodations for the disabled are available upon request. Please contact the McCool Public School at 402-724-2231 at least 48 hours prior to the meeting if accommodations are required.

There is no item on the agenda for this joint public meeting other than discussion of each political subdivision's intent to increase its property tax request by a percentage greater than the "allowable growth percentage" defined in § 77-1633. The political subdivisions shall make their presentations in the order listed above.

Mary Melby
York County Clerk
Sept. 12, 2024 ZNEZ

0099 LEGALS

SPECIAL MEETING CITY COUNCIL – YORK, NEBRASKA August 29, 2024 5:30 PM

The following is a condensed form of the minutes. A complete copy is available for public inspection at City Hall during regular business hours or on the city's website. A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 5:30 o'clock p.m. in the Council Chambers. Mayor: Barry Redfern: Present. Councilmembers: Tony North: Present, Nicky Northrop: Present, Jeff Pieper: Present, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Matt Wagner: Absent, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, Police Chief Ed Tjaden, Fire Chief Tony Bestwick, Treasurer Pelli Thomas, Human Resource Director Denise Pfeiffer and City Clerk Amanda Ring. 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 August 22, 2024, the City's designated method for giving notice. Motion to approve the minutes of the August 15, 2024 meeting. Yea: 7. Nay: 0. Absent: 1. Non-action items: public hearing on the 2024-2025 budget. The Mayor adjourned the meeting at 5:56 o'clock p.m. Respectfully submitted, Amanda Ring
City Clerk
Sept. 12, 2024 ZNEZ

0398 Wanted To Buy

Top Dollar Paid for Aluminum Irrigation Pipe
We pick up we-Pay Cash
402-433-5413

0710 Duplexes

5 Plex
1012 East Ave
One 2 Bed & One 1 bed available.
Handicap accessible, must have disability.
Mosaic property.
Call Cindy Weber
(402)618-4604

0970 Pickups, 4x2 or 4x4



2022 RAM 2500 Tradesman 4dr Crew Cab 8 ft. LB Pickup, 6.4 Hemi, 4x4, Backup camera, Crew cab, Navigation, power windows and locks, Cruise, tilt.

REDUCED \$19,995

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



End of Season Sale
Get them while they are Hot



7 to Choose From 2020 Club Car Golf Carts with a Kolar 14 Hoarse. 2 seaters but we do have the option to Lift these and put new rims and tires and a back seat is available for an extra cost

\$4,995

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



0980 Sport Utility Vehicles



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

\$13,995

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



NOTICE OF BUDGET HEARING AND BUDGET SUMMARY	
Waco Rural Fire District IN York County, Nebraska	
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 25th day of September 2024, at 7:30 o'clock P.M. at the Waco Fire Hall for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.	
2022-2023 Actual Disbursements & Transfers	\$ 72,249.31
2023-2024 Actual/Estimated Disbursements & Transfers	\$ 133,246.90
2024-2025 Proposed Budget of Disbursements & Transfers	\$ 983,572.14
2024-2025 Necessary Cash Reserve	\$ -
2024-2025 Total Resources Available	\$ 983,572.14
Total 2024-2025 Personal & Real Property Tax Requirement	\$ 88,211.00
Unused Budget Authority Created For Next Year	\$ 22,030.75
Breakdown of Property Tax:	
Personal and Real Property Tax Required for Non-Bond Purposes	\$ 56,321.84
Personal and Real Property Tax Required for Bonds	\$ 31,889.16

Village of Thayer IN York County, Nebraska		
NOTICE OF BUDGET HEARING AND BUDGET SUMMARY		
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-601 to 13-613, that the governing body will meet on the 17th day of September 2024, at 7:10 o'clock p.m., at the Village Office for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.		
2022-2023 Actual Disbursements & Transfers	\$	77,575.89
2023-2024 Actual/Estimated Disbursements & Transfers	\$	19,288.18
2024-2025 Proposed Budget of Disbursements & Transfers	\$	64,500.00
2024-2025 Necessary Cash Reserve	\$	81,500.00
2024-2025 Total Resources Available	\$	146,000.00
Total 2024-2025 Personal & Real Property Tax Requirement	\$	4,753.85
Unused Budget Authority Created For Next Year	\$	5,667.74
Breakdown of Property Tax:		
Personal and Real Property Tax Required for Non-Bond Purposes	\$	4,753.85
Personal and Real Property Tax Required for Bonds	\$	-
NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST		
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 17th day of September 2024, at 7:00 o'clock p.m., at the Village Office for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.		
Operating Budget	2023	2024
Property Tax Request	\$ 4,373.11	\$ 4,753.85
Valuation	3,633,661	3,950,020
Tax Rate	0.120350	0.120350
Tax Rate if Prior Tax Request was at Current Valuation	0.110711	

YORK COUNTY, NEBRASKA						
NOTICE OF BUDGET HEARING AND BUDGET SUMMARY						
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statutes 13-501 to 13-513, that the governing body will meet on the 17 day of September, 2024 at 8:30 o'clock, A.M., at Commissioners Board Room for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.						
FUNDS	Actual Disbursements	Actual Disbursements	Proposed Budget of Disbursements	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (6)
	2022-2023 (1)	2023-2024 (2)	2024-2025 (3)			
General	\$ 10,215,184.00	\$ 9,822,497.00	\$ 10,680,412.00	\$ 1,250,000.00	\$ 4,753,998.00	\$ 7,176,414.00
Road	\$ 4,729,295.00	\$ 4,413,771.00	\$ 4,739,826.00	\$ -	\$ 4,739,826.00	\$ -
Highway Buyback	\$ 131,629.00	\$ 132,448.00	\$ 695,943.00	\$ -	\$ 695,943.00	\$ -
Adult Diversion	\$ -	\$ -	\$ 431,833.00	\$ 18,675.00	\$ 450,508.00	\$ -
Juvenile Diversion	\$ 76,150.00	\$ 142,410.00	\$ 358,076.00	\$ 20,000.00	\$ 378,076.00	\$ -
Child Support Agreement/Co Atty	\$ -	\$ 23,574.00	\$ 84,524.00	\$ -	\$ 84,524.00	\$ -
Visitor Promotion	\$ 231,009.00	\$ 247,404.00	\$ 564,790.00	\$ -	\$ 564,790.00	\$ -
Visitor Improvement	\$ 47,321.00	\$ 192,211.00	\$ 608,269.00	\$ -	\$ 608,269.00	\$ -
Reappraisal - Sinking Fund	\$ 219,457.00	\$ 25,312.00	\$ 135,132.00	\$ -	\$ 135,132.00	\$ -
ROD Preservation	\$ 6,997.00	\$ 2,260.00	\$ 51,813.00	\$ -	\$ 51,813.00	\$ -
Employment Security Act	\$ -	\$ 6,135.00	\$ 35,213.00	\$ -	\$ 35,213.00	\$ -
Area Agency on Aging	\$ 197,301.00	\$ 213,487.00	\$ 202,374.00	\$ -	\$ 202,374.00	\$ -
County Relief	\$ 2,000.00	\$ 5,755.00	\$ 22,340.00	\$ 5,000.00	\$ 27,340.00	\$ -
State Institutions	\$ 24,250.00	\$ 21,198.00	\$ 36,000.00	\$ 10,000.00	\$ 46,000.00	\$ -
Veterans Aid Soldiers/Sailors	\$ 1,000.00	\$ -	\$ 25,495.00	\$ -	\$ 25,495.00	\$ -
Busy Wheels	\$ 5,852.00	\$ 3,929.00	\$ 12,722.00	\$ -	\$ 12,722.00	\$ -
Opioid Recovery Fund	\$ -	\$ -	\$ 48,168.00	\$ -	\$ 48,168.00	\$ -
STOP Program	\$ -	\$ 2,229.00	\$ 14,356.00	\$ -	\$ 14,356.00	\$ -
Drug Law Enforcement	\$ 46,061.00	\$ 77,837.00	\$ 42,278.00	\$ -	\$ 42,278.00	\$ -
Drug Court	\$ 1,333.00	\$ 1,340.00	\$ 4,573.00	\$ -	\$ 4,573.00	\$ -
Federal Drug Law Enforce-Sheriff	\$ 159,794.00	\$ 109,919.00	\$ 663,431.00	\$ -	\$ 663,431.00	\$ -
Federal Drug Law Enforce - Attorney	\$ -	\$ 423.00	\$ 17,203.00	\$ -	\$ 17,203.00	\$ -
COVID American Rescue Plan	\$ 795,937.00	\$ 578,485.00	\$ 1,283,063.00	\$ -	\$ 1,283,063.00	\$ -
LATCF - American Rescue Plan	\$ -	\$ 47,290.00	\$ 52,710.00	\$ -	\$ 52,710.00	\$ -
Debt Services	\$ 4,226.00	\$ 371.00	\$ 500.00	\$ -	\$ 500.00	\$ -
Grant Fund	\$ 157,937.00	\$ 179,223.00	\$ 458,719.00	\$ -	\$ 458,719.00	\$ -
Inheritance Tax	\$ 2,953,197.00	\$ 1,248,663.00	\$ 6,261,727.00	\$ -	\$ 6,261,727.00	\$ -
911 Emergency Management	\$ 1,111,762.00	\$ 1,052,984.00	\$ 1,208,089.00	\$ -	\$ 1,208,089.00	\$ -
E911 Wireless	\$ 60,413.00	\$ 9,422.00	\$ 102,454.00	\$ -	\$ 102,454.00	\$ -
E911 Wireless Svc Holding Fund	\$ 30,047.00	\$ 159,078.00	\$ 147,100.00	\$ -	\$ 147,100.00	\$ -
Emergency Management	\$ 58,435.00	\$ 61,356.00	\$ 66,112.00	\$ 10,000.00	\$ 76,112.00	\$ -
Law Enforcement / Sheriff	\$ 4,851.00	\$ -	\$ -	\$ -	\$ -	\$ -
Highway Allocation Bond	\$ 866,095.00	\$ 866,046.00	\$ 1,740,733.00	\$ -	\$ 935,733.00	\$ 805,000.00
Highway Allocation Capital Projects	\$ 2,715,031.00	\$ 700,590.00	\$ 951.00	\$ -	\$ 951.00	\$ -
Ambulance Fund	\$ 328,570.00	\$ 338,427.00	\$ 348,580.00	\$ 95,000.00	\$ 90,282.00	\$ 353,298.00
TOTALS	\$ 25,181,134.00	\$ 20,686,074.00	\$ 31,145,509.00	\$ 1,408,675.00	\$ 24,219,472.00	\$ 8,334,712.00
				Bond Purposes	Non-Bond Purposes	Total
Breakdown of Property Tax				\$ 805,000.00	\$ 7,529,712.00	\$ 8,334,712.00
Unused Budget Authority created for next year						in violation
NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST						
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute 77-1632, that the governing body will meet on the 17 day of September, 2024 at 8:30 o'clock, A.M., at Commissioners Board Room for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.						
Operating Budget	2023	2024	Change			
Property Tax Request	31,359,855.00	31,145,509.00	-1%			
Valuation	\$ 8,602,427.00	\$ 8,334,712.00	-3%			
Tax Rate	3,700,936.880	3,971,014.357	7%			
Tax Rate	0.236680	0.209889	-11%			
Tax Rate if Prior Tax Request was at Current Valuation	0.216630					

0980 Sport Utility Vehicles



2003 Chevrolet Tahoe Z71 4WD 4dr SUV, New tires, 4x4, leather seats, sunroof, seats 5, nice and clean. Rust free and in great shape. Local trade

\$6,995

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



2008 Dodge Durango SLT 4dr SUV 4WD, 4.7L 4x4 has some rust and high miles. 3rd row seating. Tires are newer, very clean

\$3,495

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



2014 Chrysler Town&Country Touring Handicap Equipped Lowered floor Power ramp Power side sliding doors Removable front seats

Kneel feature Hard rubber floor 4 O'STRAIN wheelchair tie downs 26k miles \$29,900 or trade McCook 308-340-2774

0980 Sport Utility Vehicles



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

REDUCED \$17,495

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



0991 Minivans, Buses, Vans



2014 Chrysler Town&Country Touring Handicap Equipped Lowered floor Power ramp Power side sliding doors Removable front seats

Kneel feature Hard rubber floor 4 O'STRAIN wheelchair tie downs 26k miles \$29,900 or trade McCook 308-340-2774

0991 Minivans, Buses, Vans



2016 Dodge Grand Caravan SE 4dr Mini-Van, Stow_N-Go seats, middle row is a bench seat. Fairly new tires.

REDUCED \$9,995

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



0995 Autos for Sale or Lease



2015 Chevrolet Sonic LT Auto 4dr Hatchback, 1.8l V4, gets 35mpg

REDUCED \$7,495

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



HANDICAPPED VAN--1999 Ford Windstar--near new tires--new battery--clean, lift in rear for mobility equipment. RUNS SWEET! \$2500--308-750-3370

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News-Times
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REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
September 5, 2024
5:30 PM

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

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

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 August 29, 2024, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Minutes

Motion to approve the minutes of the August 29, 2024 meeting. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$688.89. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$192,631.78. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$8,583.34. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict).

Claims

Motion to approve the claims for August 16, 2024 through September 5, 2024. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

City Administrator Report

Dr. Crawford thanked all the City staff that had been preparing for the Yorkfest celebration. She highlighted many of the Yorkfest activities and then stated there were two new events this year that were sponsored by the Creative District. Sunday there will be a Cultural Festival and an open mic night was held Thursday evening. She encouraged all to get out and enjoy all the happenings around town.

Resolution 2024-21 – Surplus Property
RESOLUTION 2024-21

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

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

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

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

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

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
		Large Grain Bin – appr 18,000 bushels		+/- \$800	
		Small Grain Bin – appr 5,500 bushels, drying system component panel		+/- \$600	

Motion to approve Resolution 2024-21, to declare certain city property surplus and authorize the disposition of surplus property. Ayes with a motion by Jeff Pieper and a second by Tony North. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Sunset Bowl - SDL

Motion to approve the special designated license for Sunset Bowl for a fundraiser cornhole tournament on September 28, 2024, located at 1923 N. Nebraska Ave., York, NE 68467. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

WyAd Enterprises – Dredge WW Lagoon

Dan Aude shared with the Council that this proposal was to clean one of the lagoons at the wastewater plant. The City received two quotes and WyAd was the lower proposal. He stated there were funds budgeted under the building and property maintenance category to pay for this. Motion to approve the proposal from WyAd Enterprises LLC for the dredging of one of the wastewater lagoons in the amount of \$24,825.00. Ayes with a motion by Jeff Pieper and a second by Tony North. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Increase the Base of Restricted Funds by an additional one-percent (1%)

Motion to approve increasing the base of restricted funds by an additional one-percent (1%) for the 2024-2025 fiscal year. Ayes with a motion by Tony North and a second by Jerry Wilkinson. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

2024-2025 Budget

The Mayor opened the meeting up for public comment. Amy Lehman, 1430 S. Grant, asked questions regarding the Project Access York budgeted funds. There was no other public comment.

**Resolution 2024-22 – Preliminary Property Tax Rate
RESOLUTION NO. 2043-22**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL of the City of York, Nebraska:

That the City of York, Nebraska, has determined the necessity to amend the preliminary property tax rate as certified by the York County Clerk.

That the Mayor and City Council have published notice of a public hearing called for the purpose of receiving

testimony on such proposed amendment as provided for in Section 55 of L.B. 693 of the 94th Legislative Second Session.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of York, Nebraska, do hereby determine the necessity to amend the preliminary property tax rate, the amended rate to be determined after the budget documents are prepared.

Motion to approve Resolution 2024-22 to amend the property tax rate as certified by the York County Clerk. Ayes with a motion by Tony North and a second by Scott Van Esch. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Resolution 2024-23 – Set Property Tax Rate
RESOLUTION NO. 2024-23

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that Governing Body of the City of York pass by a majority vote a resolution setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

NOW, THEREFORE, the Governing Body of the City of York, by a majority vote, resolves that:

- 1) The 2024-2025 property tax request be set
General Fund: \$ 2,001,116.00
Bond Fund: \$ 0.00
- 2) The total assessed value of property differs from last year’s total assessed value by three percent.
- 3) The tax rate which would levy the same amount of property taxes as last year, when multiplied by new total assessed value of property, would be \$0.277837 per \$100 of assessed value.
- 4) The City of York proposes to adopt a property tax request that will cause its tax rate to be 0.285 of \$100 of assessed value.
- 5) Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of York will increase last year’s budget by two percent.
- 6) A copy of this resolution will be certified and forwarded to the County Clerk on or before October 15, 2024.

Motion to approve Resolution 2024-23 to set the property tax rate at .285. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Ordinance No. 2376 – Annual Appropriation Bill
ORDINANCE NO. 2376

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES TO PROVIDE FOR AN EFFECTIVE DATE

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2376. 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. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve Ordinance No. 2376 to adopt the budget statement to be termed the Annual Appropriation Bill for the 2024-2025 fiscal year. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Second Reading: Ordinance No. 2371 - Prescribing Sewer Rates
ORDINANCE NO. 2371

AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 54 OF THE MUNICIPAL CODE OF THE CITY OF YORK, NEBRASKA, PRESCRIBING SEWER RATES, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2371. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Nay, Stephen Postier: Nay.

Motion to approve Ordinance No. 2371 to amend portions of Chapter 54, prescribing sewer rates. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Nay, Stephen Postier: Yea.

Second Reading: Ordinance No. 2372 - Prescribing Landfill Rates
ORDINANCE NO. 2372

AN ORDINANCE TO AMEND A PORTION OF CHAPTER 40, GARBAGE AND TRASH, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2372. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Tony North and a second by Scott Van Esch. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve Ordinance No. 2372, to amend a portion of Chapter 40, rates for use of solid waste receiving center, effective October 1, 2024. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Resolution 2024-24 – Job classifications/pay grades
RESOLUTION NO. 2024-24

BE IT RESOLVED that the Mayor and City Council of the City of York, Nebraska, hereby fix and prescribe job classifications, pay grades and set maximum wage levels at step 7 of the Pay Range Schedule to become effective on September 23, 2024, pursuant to authority granted in Ordinance No. 2377 of the City of York. BE IT FURTHER RESOLVED that the 2024-2025 Budget includes funds required to defray these salary adjustments.

Title		Pay Grade	Title		Pay Grade
*	Airport Operations Manager	45.5		Library Assistant III	35.5
*	Asset Manager/Planning Director	45.5	*	Library Director	47.5
	Assistant City Clerk/Treasurer	39.5		Maintenance Worker I	35.0
	Ballfield Complex Maint. Supr.	40.0		Maintenance Worker II	36.0
	Building Inspector	43.5		Maintenance Worker III	37.5
*	City Administrator	60.0		Museum Complex Coordinator	36.0
*	City Attorney – Part Time	44.0	*	Parks & Recreation Director	50.0
*	City Clerk	48.5		Parks Supervisor	44.5
*	City Treasurer	50.5		Plant Operator I – Wastewater	38.5
	Convention Center Coordinator	34.0		Plant Operator II – Wastewater	41.0
*	Convention Center Director	47.0		Plant Operator III – Wastewater	43.5
	Custodian I	30.5	*	Plant Superintendent – Wastewater	46.5
	Custodian II	34.5	*	Police Captain	49.5
	Custodian Supervisor	36.0		Police Chief	52.0
	Equipment Mechanic	42.0		Police Officer	P-1
	Fire Captain	F-4		Police Sergeant	P-2
*	Fire Chief	52.0	*	Public Works Clerk	36.5
	Fire Medic I	F-1	*	Public Works Director – Engineer	53.5

	Fire Medic II	F-2		Public Works Director – Non-Engineer	51.0
	Fire Medic III	F-3	*	Records Administrator	37.0
	Foreman I	40.0		Recreation Coordinator	40.5
	Foreman II	42.0		Secretary I	34.0
*	Human Resources Director	50.0		Secretary II	35.5
	Laborer	35.0		Support Services Officer	32.5
	Landfill Clerk	35.0		System Operator I – Water	37.0
	Landfill Operator	37.5		System Operator II – Water	40.0
	Landfill Superintendent	41.5		Utilities Billing Manager	39.5
	Librarian	35.5		Water Superintendent	46.5

(*denotes exempt employee)

Motion to approve Resolution 2024-24 to set job classifications, pay-grade and set maximum wage levels at step 7 of the pay range schedule. Ayes with a motion by Tony North and a second by Scott Van Esch. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Ordinance No. 2377 – Pay Range Scale
ORDINANCE NO. 2377

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA, AMENDING A PORTION OF CHAPTER 2, ADMINISTRATION OF THE YORK MUNICIPAL CODE; REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2377. 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 Jeff Pieper. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve Ordinance No. 2377, to adopt the pay range schedule for 2024-2025, repeal all ordinances in conflict and provide for the effective date of said ordinance. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Fraternal Order of Police Agreement

Motion to approve the agreement between the City of York and Fraternal Order of Police, York Lodge No. 31 for the period of September 23, 2024 through September 30, 2025. Ayes with a motion by Jennifer Sheppard and a second by Stephen Postier. Vicki Northrop: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:02 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	3	333.67	N		
01-00110	MATHESON TRI-GAS	3	338.76	N		
01-00120	JACKSON SERVICES INC	11	577.13	N		
01-00200	NEBRASKA MACHINERY CO	1	18,139.29	N		
01-00210	EAKES OFFICE PLUS	4	8,415.11	N		
01-00290	NORTH PRINTING & OFFICE S	13	1,772.88	N		
01-00300	BLACK HILLS ENERGY	1	45.36	N		
01-00340	BOUND TREE MEDICAL LLC	3	836.98	N		
01-00360	CITY OF YORK	6	6,516.60	N		
01-00400	BEAVER BEARINGCOMPANY	1	12.95	N		
01-00630	MUNICIPAL SUPPLY OF NE	4	4,147.22	N		
01-00640	NEBRASKA PUBLIC POWER DIS	1	37,180.34	N		
01-00710	OVERLAND SAND & GRAVEL	6	5,593.63	N		
01-00750	PIEPERS INC	5	987.59	N		
01-00780	PRESTO X COMPANY	12	665.10	N		
01-00800	BURST, LLC	12	348.12	N		
01-00960	GRAINGER	2	2,639.28	N		
01-01070	NEBRASKA LIBRARYCOMM.	1	813.30	N		
01-01090	BAKER & TAYLOR, INC	4	2,508.24	N		
01-01290	GRAND CENTRAL FOODS, INC.	9	382.54	N		
01-01330	JLC, INCORPORATED	6	13,182.91	N		
01-01340	KOPCHOS SANITATION, INC	10	1,944.75	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	223.96	N		
01-01470	SERVI-TECH LABORATORIES	1	175.00	N		
01-01490	NE DEPT OF REVENUE	2	10,211.98	N		
01-01510	HACH CO.	1	578.30	N		
01-01640	INTERNAL REVENUE SERVICE	4	57,680.99	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-01650	UNION BANK	7	39,081.85	N		
01-02010	YORK EQUIPMENT, INC.	1	6.46	N		
01-02060	NE DEPT OF ENVIRONMENT &	3	15,408.75	N		
01-02210	NE DOOR & WINDOW LLC YORK	2	1,148.84	N		
01-02230	MCCORMICK HEATING & AC	1	902.66	N		
01-02250	MILLER SEED & SUPPLY CO	8	2,756.29	N		
01-02560	CITYSERVICEVALCON LLC	3	25,359.53	N		
01-02650	O'REILLY AUTO PARTS	1	55.08	N		
01-02680	SCHEMMER ASSOCIATES	1	28,282.55	N		
01-03590	PENNER'S TIRE & AUTO	3	425.71	N		
01-04240	NE DEPT OF REVENUEUE	1	8.64	N		
01-05210	NEBRASKA LIBRARYASSOCIAT	2	200.00	N		
01-05310	SAPP BROTHERS PETROLEUM,	1	24.00	N		
01-05400	YORK BOOT N REPAIR INC	1	161.20	N		
01-06370	HEIMAN FIRE EQUIPMENT, IN	2	782.18	N		
01-06630	FASTENAL	1	42.61	N		
01-06800	NSVFA	1	50.00	N		
01-07860	CONNER ROOFING CO., INC	1	750.00	N		
01-08400	CREDIT MANAGEMENTSERVICE	2	569.38	N		
01-09090	WINDSTREAM	1	45.07	N		
01-1	MISCELLANEOUS VENDOR	2	1,615.00	N		
01-10020	YORK COUNTY REGISTER OF D	1	62.00	N		
01-10110	BADGER METER INC	1	440.40	N		
01-10840	TOTAL ADMINISTRATIVESERV	2	4,118.98	N		
01-11020	CENTRAL COMM COLLEGE	1	3,660.00	N		
01-11160	ADAM BATTERTON	1	80.00	Y		
01-11190	MEAD LUMBER & RENTAL	10	11,092.93	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-11220	PAUL DAVIS RESTORATION &	1	450.00	N		
01-31010	PETERSEN PAINTING	1	15,960.00	N		
01-14410	LINCOLN WINWATERWORKS	6	10,527.44	N		
01-14460	HIEBNER BODY SHOP	2	239.71	N		
01-14740	BRIAN QUICK	1	32.33	N		
01-14770	STRYKER MEDICAL	1	172.00	N		
01-14820	CHRIS MULINIX	2	175.00	Y		
01-14850	CHEREE FOLTS	1	126.86	N		
01-15280	ERICK BREKKE	1	421.84	N		
01-15560	TRUCK CENTER	1	194.95	N		
01-15670	HOA SOLUTIONS INC	1	4,470.00	N		
01-15710	CHRISTOPHER G. CRITEL	1	426.80	Y		
01-15880	CHARLIE'S U-SAVE RX	2	203.59	N		
01-15980	HDR ENGINEERING INC	2	28,878.02	N		
01-16930	BRUCE WAGNER	1	210.00	Y		
01-17390	BENJAMIN J QUICK	1	70.00	Y		
01-17470	MASCOM COMMUNICATIONS INC	1	140.75	N		
01-17530	B F T, LP	1	276.79	Y		
01-17810	DEBORA ROBERTSON	1	62.98	N		
01-17960	WILLIAM LEE LUNDY	1	300.00	Y		
01-19350	WERNER CONSTRUCTION INC	2		N		
01-19370	NE TECHNOLOGY & TELECOMMU	2	142.00	N		
01-19940	OVERDRIVE INC	3	1,283.79	N		
01-21570	CHESTERMAN CO	1	296.73	N		
01-22050	HEAVY METAL SUPPLY CO	3	274.65	N		
01-22100	SLACK AUTO SUPPLY LLC	1	98.10	N		
01-22220	GRAHAM TIRE	1	524.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOU
01-22230	LORI MELTON	1	15.00	N		
01-22660	SPECTRUM ENTERPRISE	1	22.44	N		
01-22790	SITE ONE LANDSCAPE SUPPLY	3	255.55	N		
01-23080	SHERWIN-WILLIAMS	1	37.98	N		
01-24090	AXIA PAYMENTS	1	60.40	N		
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y		
01-25530	SAM'S CLUB MC/SYNCB	1	6,849.17	N		
01-31420	CONSTELLATION PAYMENT PRO	1	316.68	N		
01-25650	CARDMEMBER SERVICE	1	7,522.49	N		
01-25730	MUNSTER TINT & VINYL LLC	2	1,325.00	N		
01-26010	SOARIN GROUP	1	753.00	N		
01-26330	QUICK MED CLAIMS	1	4,364.80	N		
01-26990	PINNACLE BANK	1	17,820.00	N		
01-27210	MIDWEST AUTO PARTS INC.	21	720.27	N		
01-27520	YORK CREEKSIDEAPARTMENTS	1	36,201.66	N		
01-27730	BENJAMIN FRANCISCO	2	280.00	Y		
01-27780	ROBERT A AILOR	1	977.54	Y		
01-27930	KLEIN'S BLUE RIVER POWER	1	126.45	N		
01-28020	NEC COMMUNICATIONSAMERIC	1	1,976.19	N		
01-28030	JACOB STUTZMAN	2	237.76	Y		
01-28080	FIRST NATIONALCOMPANY	1	1,000.00	N		
01-28540	AMAZON BUSINESS	11	410.49	N		
01-28570	ERIC ECKERT	1	982.92	N		
01-28730	PRIMARY PHARMACEUTICALS	2	703.67	N		
01-28750	ERIC DAVIS	1	40.00	Y		
01-29270	ALLO	1	109.50	N		
01-29500	AT & T MOBILITY	1	185.56	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-29610	BENEFIT PLANS ADMINISTRAT	1	750.00	N		
01-29690	PAYMENTECH, LLC	1	3,585.74	N		
01-29760	TAYLOR KELLER	1	490.12	N		
01-29780	MOTOROLA SOLUTIONS INC	4	5,096.28	N		
01-29870	NAIMAN MITCHEL	1	57.02	N		
01-29950	AMERICAN EXPRESS TRAVEL R	1	12.00	N		
01-30150	CARRIE REMMERS	1	6.44	N		
01-30160	MCLEAN BEEF INC	1	80.00	N		
01-30500	SIGN GYPSIES	1	79.00	Y		
01-30740	YORK HIGH SCHOOL	1	135.71	N		
01-30950	ERIK W PETERSON	1	20.00	Y		
01-31030	NANCY DAVIDSON	1	50.00	Y		
01-31040	JUSTIN DAVIS	1	40.00	Y		
01-31050	GLOBAL INDUSTRIAL	1	933.94	N		
01-31130	DINGES PARTNERS GROUP LLC	5	4,331.84	N		
01-31140	THE CAR CLINIC LLC	2	300.88	Y		
01-31490	VESTIS	3	517.66	N		
01-31510	HD SUPPLY	3	1,385.05	N		
01-31540	KOHEN DYE	1	10.00	Y		
01-31900	SCHEELE-KAYTON CONSTRUCTI	1	162,407.70	N		
01-31970	PROYECTO CULTURAL	1	600.00	Y		
01-31980	GARAN COONS	1	1,469.00	Y		
01-31990	AFRICAN CULTURECONNECTIO	1	3,000.00	N		
01-32010	SUBSURFACE SOLUTIONS	1	4,922.90	N		
01-32020	1200.AERO	1	1,200.00	N		
01-32030	ERIN DEHART	1	73.92	N		
01-32040	GREG HEIDEN	1	42.41	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-32050	DUKE AERIAL INC	1	14,750.00	N		
*** REPORT TOTALS ***						
		333	669,017.55			
		Payroll	195,869.00			
		Total	864,886.55			

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	: 9/06/2024 THRU 9/19/2024	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

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

DEPARTMENT REPORTS

August

2024

COMMUNITY CENTER
CONVENTION CENTER
FIRE

KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

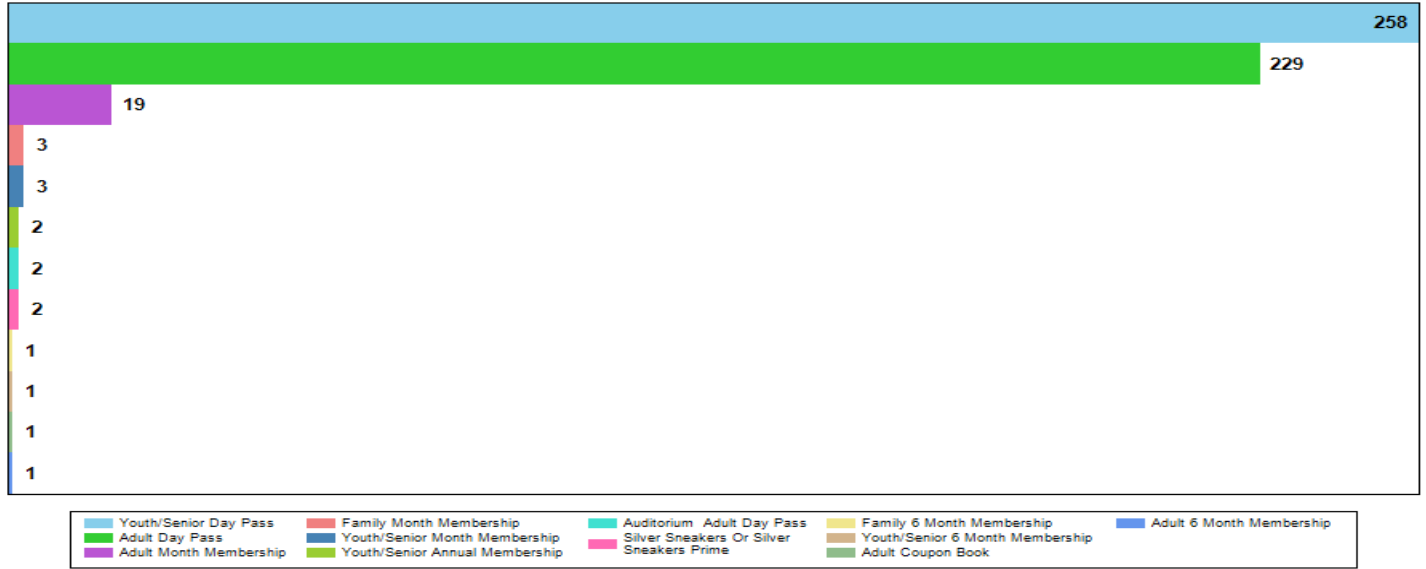
YORK PARKS & RECREATION - AUGUST 2024

COMMUNITY CENTER

Total Income \$12,240.00

	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	FAC Admissions	Center Programs	FAC Programs	Center Rentals	Aud Rentals	FAC Rentals	Miscellaneous
TOTALS	\$2,307.00	\$6,257.00	\$3,676.00	\$12,240.00	\$4,389.66	\$0.00	\$0.00	\$1,433.00	\$0.00	\$725.00	\$3,630.00	\$0.00	\$3,062.34

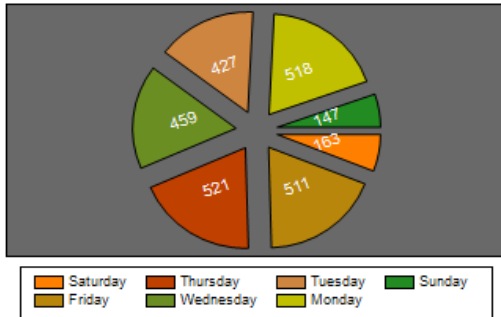
Total Memberships/Day Passes/Coupon Books Sold: 522



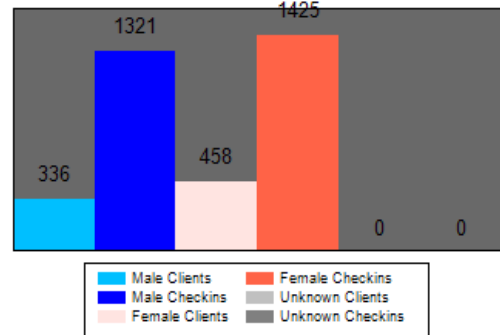
Attendance by York University Students: 272

Attendance Total by Membership: 2, 746

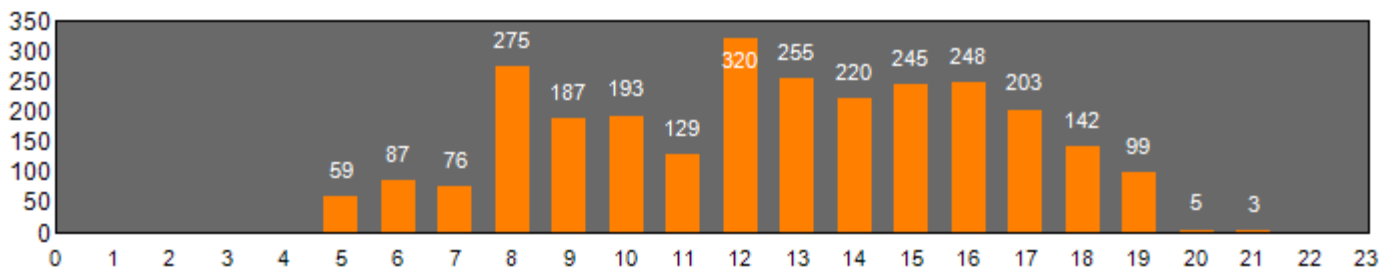
By Day Of Week



By Gender



By Hour of Day



YORK PARKS & RECREATION - AUGUST 2024

BALLPARK COMPLEX

Total Income \$1,837.75

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees	Registration & Facility Fees	Split % w/	Miscellaneous
TOTALS	\$1,286.00	\$100.00	\$451.75	\$1,837.75	\$1,497.75	\$0.00	\$100.00	\$0.00	\$0.00	\$240.00	\$0.00	\$0.00	\$0.00

SOCCER COMPLEX

Total Income \$205.50

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	Registration & Facility Fees	Split % w/	Miscellaneous
TOTALS	\$92.00	\$0.00	\$113.50	\$205.50	\$205.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

FAMILY AQUATIC CENTER

Total Income \$4,066.00

Total Concession Income \$1,792.50

	CASH	CHECK	CREDIT	FAC TOTAL	FAC Admissions	FAC Programs	FAC Rentals	Swim Team Fees	FAC Attendance			CASH	CHECK	CREDIT	TOTAL	
TOTALS	\$2,945.00	\$5.00	\$1,116.00	\$4,066.00	\$3,722.00	\$0.00	\$0.00	\$0.00	1459			TOTALS	\$1,209.50	\$0.00	\$583.00	\$1,792.50

FACILITY USAGE BY YPR LEAGUES AND PUBLIC RESERVATIONS

Auditorium	46	Miller Park Fields	12	Park Tennis Courts	4
Community Center	46	Levitt Field	11	Ballpark Complex Fields	49
Family Aquatic Center	4	Levitt Batting Cage	0	Ballpark Complex Batting Cages	13
Soccer Complex Fields	94	Park Shelters	6		

SUPPLY WORKS ORDERS BY DEPARTMENT

Water Department	\$0.00	Auditorium	\$1,069.30	City Shop	\$0.00
City Offices	\$112.79	Ballpark Complex	\$0.00	Soccer Complex	\$0.00
Police Dept	\$135.16	Airport	\$0.00	Parks	\$0.00
Fire Dept	\$127.61	FAC	\$0.00		
Community Center	\$137.91	Library	\$290.80		
Total					\$1,873.57

NOTE: All Total Income figures are unofficial calculations.



August Department Report

Number of Events: 29

- Events on 26 of 31 days

Number of Guest: 2,505

Types of Events: Auction, Baby Showers, Bridal Shower, Church Service/Gathering, Meetings, Quinceanera, Trainings, Weddings

Highlights of the Month

Wedding season is still in full force with four weddings being held in our Grand Ballroom. We also hosted a Quinceanera at the beginning of the month which made for full weekends in August. We continue to see an increase in baby & wedding showers, which helps fill some of the smaller spaces on the weekends as well. We once again had a wide variety of meetings from regular clients in the fields of healthcare, education and agriculture. The Nebraska School Board Association held their annual Membership Meeting here once again, which is a great opportunity to showcase our facility to individuals from communities across the state.

You may have seen our name mentioned along with the recent fruit deliveries in town. The Fruit Truck reached out to us to see if they could utilize our parking lot to provide more space for customers to pickup their orders. Their previous location was a bit crowded.

In an effort to continue with improvements around the building, our playground fence has been ordered and we hope to install by the end of September. Hallway painting is complete and it looks great! We will move onto a few other spaces as we head into the fall. We are also hoping to install landscape rock around our landscaped areas to avoid having mulch blow out of the landscape beds and on to the sidewalk and parking lot.

Terri Carlson | Director
Holthus Convention Center





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

York Fire Department August 2024 Monthly Report

The York Fire Department was extremely busy running calls in August. We responded to 181 incidents, which is a monthly record for YFD. The previous record was 160. We had 132 911 responses in our ambulance district last month. We also did 33 transfers to larger hospitals. During the month we had 22 incidents that involved 2 units being out at the same time. We had 5 instances where we had 3 units out on separate calls. And 1 instance where we had 4 calls going at the same time. We had 16 fire calls for the month. 9 automatic fire alarms, 3 gas leaks, and 4 outside or trash fires. Thanks to the hard work of our personnel all calls were handled without mutual aid.

Activities for the month revolved around the York County Fair. Thursday, August 1st, we had an ambulance doing standby for the go cart races in the grandstands. Saturday morning, we had the ladder truck at the fairgrounds in the morning for kiddie day. Then Saturday evening we did the EMS and fire standby for the annual figure 8 race. Unfortunately, we had a resignation from Corey Parsons on the career staff. Corey left to pursue a career at the Kansas City, Kansas Fire Department. We opened applications for a career member on the 5th. On the 7th the Fire Chief attended a meeting with the York Chamber and Nebraska DOT to talk about the location of the new industrial park and how to develop a safe roadway for access to the industrial park. The Fire Chief attended a meeting to discuss Yorkfest plans at the Chamber Office on the 8th. The Fire Chief attended the Nebraska Traffic Incident Management yearly organizational meeting on the 13th via Zoom. Captain Quick and the Fire Chief attended the quarterly ER Committee meeting on the 14th at York General Hospital. No issues with calls were found. We have had several meetings internally with the York Fire staff to come up with budgets for the needed office furniture and alerting system for the new fire station. August 17th was the York Fire Department family picnic. Once again it was held at Bruce Wagner's place. The food was good and the cornhole tournament went late.

We are proud to announce that Darrell Traudt successfully passed all his tests for his paramedic license. We are waiting on his state license to come through. Once it does, he will be promoted to Firemedic 3. Our other 2 medic students have started their 2nd year of paramedic school in August. An EMT class was started in Stromsburg and we have 3 volunteer members attending that. Training for the month has mostly been done at what we call the library house. We did some vent, enter, isolate, and search evolutions. And some search scenarios with theatrical smoke. The career staff has been doing some hose advancement training and we went over the ballistic vests and helmets. Training hours for the month was 178 hours.

Respectfully submitted,


York Fire Chief

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

1. The Elmer Baker display case is filled with a collection of Kachina Dolls shared with us by York resident, Traci Hartley.
2. Carol Baker started three weekly early childhood focused programs the week of September 4. Tuesdays, from 9:30 to 11:00 for childcare centers to bring their students to the library. Wednesdays, at 10:30 the very popular Little Sprouts Create returns. This session allows caregivers and preschoolers to create something to take home and spend time exploring what Mrs. B. puts out for this weekly session. Fridays, at 10:30 is the traditional Storytime session for zero to five year-olds and their caregivers. These sessions are scheduled to end in December.
3. The library is the host site for a new initiative on building HOPE in our community. On September 17, at 6:00 pm, we will lead a discussion on building hope in yourself and others. The library will have a children's activity at the same time. The corresponding book, *Hope Rising*, by Casey Gwinn, is available in print for checkout at Kilgore Library and through Libby for online reading.
4. After a deep review/weed of the non-fiction collection for adults, staff are now in the process of moving all of the adult book collections in the library to allow for more space for the large-print and traditional fiction collections. Our acquisitions team are planning to review the non-fiction and chapter book collections later this year. This process will allow us to update the very popular youth non-fiction collection and refresh the chapter books with updated copies of those that are well-loved.
5. The Friends of the Library covered the fee for bringing a magician to the library on Family Fun Night of YorkFest. There were nearly 100 participants in the library for the Jeff Quinn Magic Show.
6. The library will be moving to a new web domain soon. Our new URL will be <https://yorklibrary.org/>.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	March 2024	April 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Year to Date
Added to Physical Collections	311	265	110	274	284	331	243	370	375	348	288		3,199
Added to E-Book Collections	612	522	638	491	486	546	543	276	653	329	622		5,718
Physical item circulation	5,525	5,151	4,578	3,999	5,294	5,817	5,250	5,615	6,356	6,504	5,914		60,003
E-books Circulations	2,058	1,882	1,919	2,276	2,076	2,326	2,281	2,325	2,308	2,238	2,126		23,815
New Patrons	140	142	131	174	157	144	126	172	161	187	173		1,707
Public Computer logins	780	664	617	563	747	780	713	643	499	625*	514		7,288
Door Count	3,040	3,051	2,731	2,792	3,646	3,402	3,220	3,142	3,842	3,827	3,512		36,205
Website visits	1,773	1,531	1,437	1665	1,592	1,612	1,679	1,700	1798	1,886	1,536		12,825
Meeting Room Use	453	392	298	291	417	743	733	615	1325	510	314		6,091

*estimate

Data Type	Total 2023	Total 2022	Total 2021
Physical Collections	59,885	62,255	64,107
E-Book Collections	63,283	59,624	52,789
Physical item circulation	62,261	63,625	58,648
E-book Circulations	20,693	17,362	17, 647
Registered Borrowers	4,502	4,077	5,104
Public Computer logins	7112*	6,849	6,445
Door Count	36,610	36,648	48,055
Website visits	36,979	47,270	49,025
Meeting Room Use	59738	5,239	3,000

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

POLICE DEPARTMENT MONTH END REPORT

August 2024

CFS = CALLS FOR SERVICE

Accidents calls in total	25
Cases	16
CFS only	9
Property damage accidents	15
Hit & run accidents	5
Personal injury accidents (persons injured – 7)	5
Fatality accidents	0
Number of vehicles involved in accidents	47

Total Mileage patrolled 13,484
(800- N/A: 801 – 1293; 802 – 706 ; 803 – 2160 ; 804 – 1581 ;
805 -- 2282 ; 806 – 647 ; 808-- 2789 ; 809- 2026)

Total Calls for Service (CFS) 974

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

T-Citations – 34 ; P-Citations – ;
T-Warnings – 42 ; P-Warnings - 10 -; A-Warnings – 21 ; H-Warnings -
P-Non-moving Violation-- 5 ; Defects— 1 ; H-Notifications -- 27 ;
Verbal Warnings (all) -- 174 ;

Health/Vegetation CFS	34
Animal/dog bite CFS	55
Parking related CFS	24
Extra/Special Services	90
School checks	20
Welfare Checks/Mental	16
Alarms (Business/Residential)	10
Traffic related CFS	289
Juvenile involved CFS	18
Assaults/Sexual Assaults reports/investigated	4
Disturbance/Disorderly Conduct CFS	26
Vandalism/Property Damage (Criminal Mischief) reported/investigated	5
Larceny(all thefts of any kind) Forgery/Fraud	32
Criminal Offenses (Cases Made)	42
-Citations in lieu of Arrest.	9
-Arrests	10

Board of Public Works
August 13, 2024 4:00 PM
City Council Chambers

Attendance taken at 4:00 P.M.

Present Board Members:

Matt Leif
Kenny Ekeler
Sheldon Sandall
Carlos Campos

Absent:

Carston Staehr

Also Present:

James Paul, Director of Public Works

Chairperson Leif presided and advised that the Open Meetings Act is on the east wall of the Council Chambers. Notice of this meeting was published in the York News Times on August 6, 2024.

1. Roll Call

2. Review Minutes of Last Meeting

Motion Passed: Minutes of the June meeting passed with a motion by Kenny Ekeler and a second by Matt Leif.

Matt Leif	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent
Sheldon Sandall	Yes
Carlos Campos	Yes

3. Farm Management Report

Motion Passed: The June Farm Management Report passed with a motion by Kenny Ekeler and a second by Sheldon Sandall.

Matt Leif	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent
Sheldon Sandall	Yes
Carlos Campos	Yes

Motion Passed: The July Farm Management Report passed with a motion by Kenny Ekeler and a second by Matt Leif.

Matt Leif	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent
Sheldon Sandall	Yes

Carlos Campos Yes

4. Wastewater Financial Reports

Motion Passed: The June Wastewater Financial Report passed with a motion by Matt Leif and a second by Kenny Ekeler.

Matt Leif Yes
Kenny Ekeler Yes
Carston Staehr Absent
Sheldon Sandall Yes
Carlos Campos Yes

Motion Passed: The July Wastewater Financial Report passed with a motion by Kenny Ekeler and a second by Sheldon Sandall.

Matt Leif Yes
Kenny Ekeler Yes
Carston Staehr Absent
Sheldon Sandall Yes
Carlos Campos Yes

5. Water Financial Reports

Motion Passed: The June Water Financial Report passed with a motion by Kenny Ekeler and a second by Matt Leif.

Matt Leif Yes
Kenny Ekeler Yes
Carston Staehr Absent
Sheldon Sandall Yes
Carlos Campos Yes

Motion Passed: The July Water Financial Report passed with a motion by Kenny Ekeler and a second by Sheldon Sandall.

Matt Leif Yes
Kenny Ekeler Yes
Carston Staehr Absent
Sheldon Sandall Yes
Carlos Campos Yes

6. Wastewater Claims

Motion Passed: The June Wastewater Claims passed with a motion by Matt Leif and a second by Kenny Ekeler.

Matt Leif Yes
Kenny Ekeler Yes
Carston Staehr Absent
Sheldon Sandall Yes
Carlos Campos Yes

Motion Passed: The July Wastewater Claims passed with a motion by Kenny Ekeler and a second by Matt Leif.

Matt Leif	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent
Sheldon Sandall	Yes
Carlos Campos	Yes

7. Water Claims

Motion Passed: The June Water Claims passed with a motion by Kenny Ekeler and a second by Sheldon Sandall.

Matt Leif	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent
Sheldon Sandall	Yes
Carlos Campos	Yes

Motion Passed: The July Water Claims passed with a motion by Kenny Ekeler and a second by Sheldon Sandall.

Matt Leif	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent
Sheldon Sandall	Yes
Carlos Campos	Yes

8. Director of Public Works Report

Motion Passed: The June Director of Public Works Report passed with a motion by Kenny Ekeler and a second by Matt Leif.

Matt Leif	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent
Sheldon Sandall	Yes
Carlos Campos	Yes

Motion Passed: The July Director of Public Works Report passed with a motion by Kenny Ekeler and a second by Matt Leif.

Matt Leif	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent
Sheldon Sandall	Yes
Carlos Campos	Yes

Meeting adjourned at 4:44 P.M.

Megan Makovicka



DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT

August — 2024

STREET DEPARTMENT

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

Street	44	Airport	0	Park	44	Fire	3
Police	7	Landfill	9	Wastewater	14	Water	11

The street sweeper operated 75 hours in August, during which time 103 miles were swept and 20 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	30
Shop cleaning	7
Property maintenance	26
Snow removal	0
Mowing/weed control	85
Tree/shrub maintenance	12
Sidewalk repair	0
Right-of-way maintenance	117
Gravel street/alley maintenance	4
Paved surface maintenance	327
Storm sewer repair	0
Traffic signing/signal installation/repair	0
Trash removal	0
Plant wages	5
Lane & curb painting	117
Cleaning up private property	4
TOTAL	734

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Property maintenance	53
Mowing/weed control	233
Tree/shrub maintenance	8
Ball field maintenance	121
Playground equipment maintenance	0
Trash removal	48
General maintenance	5
Custodial	51
Sidewalk repair	33
Street / sidewalk clean	38
Paved surface maintenance	109
TOTAL	699

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

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

WASTEWATER TREATMENT PLANT

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

	Last Month	2024	2023	Units
Total flow	33,152,778	34,114,347	31,349,091	gallons
Average flow/day	1,069,444	1,100,463	1,011,261	gallons
Average flow/person	133.68	137.56	126.41	gallons
Grit and screenings to landfill	153.75	108.32	72.21	tons
Bio solids wasted	1.088384	1.245757	1.165579	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	156
Building maintenance	24
Sewer system maintenance	64
Property maintenance	86
One-call locates	21
Laboratory testing	87
Equipment maintenance	120
Sludge removal	26
Mow & weed control	27
TOTAL	611

WATER DEPARTMENT

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

	Last Month	2024	2023	Unit
Total water pumped	51,075,000	54,547,000	56,042,000	gallons
Total water billed	29,308,973	61,139,648	69,114,960	gallons
Average use per day	1,647,581	1,759,581	1,807,806	gallons
Average use per person	206	220	226	gallons
Total electricity used	443,564	66,420	92,307	kW
Pumps yield	115	821	607	gallons/kW
Peak pumping date	29 th	6 th	23 rd	
Peak amount	2,345,000	2,651,000	2,968,000	gallons

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

	2024	2023
Water bills	1857	1853
Sewer bills	1783	1775
New taps	1" – 3	1" – 1
Service leaks	0	0
Main leaks	1	0
Diggers Hotline calls	232	457

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	37
Distribution maintenance	312
Property maintenance	9
One-call locates	21
Meter reading	30
Final notice collection	3
Meter maintenance	0
Pump/well maintenance	4
New main install	92
Mow & weed control	12
Street / sidewalk clean	15
Paved surface maintenance	17
TOTAL	552

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2024		2023	
	Trips	Tons	Trips	Tons
Landfill	962	2759.63	651	2513.04
C & D	210	698.50	455	1231.55
Transfer Station	60	28.34	311	108.18
Brush Pile	145	55.46	148	41.89
Tire Pile	0	0	1	0
Metal Roll-off	0	0	7	0
Total	1377	3541.93	1573	3894.66

Revenue collected during August totaled \$219,483.30. The same period last year totaled \$188,135.50.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	159
Landfill Equipment	567
Wind screen & litter control	0
Recycling Act	0
General maintenance	38
Property maintenance	6
Mow & weed control	15
TOTAL	785

LIBRARY

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	12
Building maintenance	0
Mowing/weed control	2
TOTAL	14

CONVENTION CENTER

Public Works personnel performed the following activities:

Job	Hours
Building maintenance	0
Property maintenance	0
Mowing/weed control	0
Lane & curb painting	10
TOTAL	10

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	734	22	4.6
Parks/Com Center/Aud/FAC	705	21	4.4
Landfill	785	23	4.9
Wastewater	611	18	3.8
Water	552	16	3.5
Library	14	0	0.1
Convention Center	10	0	0.1
TOTAL	3411	100	21.4

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2024	2023	Permits Issued:	2024	2023
Building	69	100	Building	37	82
Electrical	52	46	Electrical	11	2
Plumbing	24	15	Plumbing	5	1
Mechanical	18	22	Mechanical	9	8
Nuisance	5	0	Curb/Street	3	3
Total	168	183	Total	65	96

37 (thirty-seven) permits were issued in August for a value of \$9,017,970.01, which brings the total for the year to \$40,080,115.60. (See attached.)

Permits of note issued:

• City of York	New Fire Station	\$7,834,000.00
• City of York	Press Box remodel	\$225,000.00
• Jeff Beins	New storage units	\$102,000.00
• Aspen Builders	New Single-Family Dwelling	\$316,000.00
• Bosselman Enterprises	Sign	\$100,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works met August 13, 2024. Minutes of the meeting are attached.

Building Permits issued in August 2024

04-Sep-24

OWNER		ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
101840	Deana Stovall	2008 N Lincoln Ave		Reroof	11,876.79
101836	Green Plains	1414 Road O	↓ NE 1/4 N of RR & Exc Irr Tr #4, Lot 1 Green Pla	New Industrial Building	56,129.00
101839	Pellet Technology USA	2941 N Division Ave		Sign	7,100.00
101838	Saul Rodriguez	529 W Academy Ave		Car Port	1,000.00
101837	Walmart RE Business Trust	101 E David Dr		Add interior & exterior doors	50,000.00
101834	Oscar Marin	614 East Ave		Fence	2,000.00
101832	First Presbyterian Church	414 N Delaware Ave		Storage	26,650.00
101831	Mierau Enterprises	624 W 5th St		Rehab of damage due to smoke & fi	31,500.00
101829	Jacob Schall	1621 E 6th St		Shed	6,500.00
101869	City of York	1714 N Lincoln Ave	ots 3-12, Blk 18 New York Add	New Fire Station	7,834,000.00
101868	City of York	921 E 6th St		Press Box remodel	225,000.00
101867	York Cold Storage	1107 N York Ave	ot 1 & E 25' Lot 2 Exc N 25' Thereof Blk 9	Demolish	
101865	Dave Rassmussen	2117 E 15th St		Reroof	17,000.00
101864	Lesly Rodriguez	1123 N Greenwood Ave		Fence	3,000.00
101861	Ross Ronne	1016 W Nobes Rd		Reroof	33,000.00
101862	Mark & Judy Deepe	904 S Cowan Ave		Replace decking	1,500.00
101859	Michelle Christensen	1130 N East Ave		Shed	2,000.00
101858	Shari Travis	1204 N Indiana St		Fence	4,789.22
101856	Ricky & Kim Cleary	901 N Platte Ave		House addition	30,000.00
101854	Jeff Beins	412 W Walnut St		New storage units	102,000.00
101852	Randy Regier	310/316 W 16th St		Reroof, reside	16,000.00
101849	Nena Obermier	800 E 8th St		Reroof	13,425.00

OWNER		ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
101850	Emily Jackson	921 Valley View Ct		Reside	10,500.00
101851	Jimmy Spahr Family Trust	408 N Grant Ave	lots 7 & 8, Blk 69	4 storage units	12,400.00
101848	Casey's	115 E Nobes Rd		Walk in freezer	15,400.00
101870	Miller Seed & Supply Co	327 N York Ave		Sign	6,500.00
101885	LeeAnn Marsh	1104 E 12th St		Sidewalk	4,500.00
101880	Duane Bodtke	15 Eastridge Ave		Concrete patio	5,300.00
101882	Kelly Woods	2012 Viola Ave		Shed	20,000.00
101881	Brian Fehlhafer	1020 N Lincoln Ave		Breezway	2,500.00
101879	Aspen Builders	1704 N Washington Ave	lot 3, Block 5, Shadow Brook Addition	New Single Family Dwelling	316,000.00
101877	Leann Maresh	1104 E 12th St		Reside, replace front porch, egress	26,500.00
101875	Stanley Schulz	659 E 9th St		Repair/replace broken sidewalk	100.00
101874	Bosselman Enterprises	3901 S Lincoln Ave		Sign	100,000.00
101872	Sue Crawford	1510 East Lawn Plz Dr		Replace back deck, add deck on fro	14,000.00
101891	Jon Clemens	304 E 17th St		Porch	800.00
101889	C.R. Murphey	703 Nicholas Cir		Storage shed	9,000.00
					\$9,017,970.01
					Permits Issued: 37

**CITY OF YORK
CASH BALANCES
for the Month of August 2024**

Fund #	Fund	10/1/2023 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$4,475,518.89	\$726,572.81	\$8,998,192.99	\$979,695.94	\$10,482,447.02	\$2,991,264.86
	American Rescue Plan Act	\$419,423.09	\$0.00	\$0.00	\$198,897.03	\$381,032.59	\$38,390.50
10-102	Auditorium	\$0.00	\$19,250.34	\$181,760.34	\$9,311.14	\$150,495.39	\$31,264.95
10-103	Park	\$0.00	\$56,876.80	\$716,781.54	\$43,817.85	\$582,787.99	\$133,993.55
10-104	Police	\$49,856.00	\$247,048.35	\$2,751,189.21	\$198,037.58	\$2,708,498.46	\$92,546.75
10-105	Community Center	\$0.00	\$52,441.08	\$715,706.06	\$61,531.97	\$600,917.75	\$114,788.31
10-106	Aquatic Center	\$0.00	\$19,494.51	\$361,534.40	\$46,105.31	\$356,009.26	\$5,525.14
10-110	Senior Center	\$0.00	\$1,886.83	\$20,755.13	\$1,002.62	\$12,097.93	\$8,657.20
10-201	Convention Center	\$0.00	\$52,466.58	\$675,913.57	\$42,010.22	\$490,020.79	\$185,892.78
10-111	Ball Field	\$0.00	\$48,037.42	\$586,915.04	\$48,217.20	\$572,993.47	\$13,921.57
10-112	Museum	\$0.00	\$6,569.75	\$84,067.25	\$6,159.28	\$77,018.64	\$7,048.61
10-113	Soccer Complex	\$0.00	\$7,890.67	\$129,192.61	\$6,598.23	\$126,807.40	\$2,385.21
13	User Fees	\$24,325.51	\$0.00	\$7,490.00	\$7.28	\$6,227.66	\$25,587.85
22	Ambulance	\$50,315.45	\$144,666.76	\$1,912,951.22	\$128,264.63	\$1,755,289.20	\$207,977.47
22	Fire	\$0.00	\$51,794.45	\$589,692.24	\$60,645.59	\$569,537.07	\$20,155.17
23	Capital Projects Sinking	\$430,849.92	\$0.00	\$0.00	\$0.00	\$430,849.92	\$0.00
24	Library	\$0.00	\$63,141.63	\$726,575.06	\$86,706.81	\$674,098.89	\$52,476.17
14-000	General Capital-Non-Dept.	\$9,310.62	\$0.00	\$220,625.40	\$19,425.00	\$147,170.52	\$82,765.50
14-146	General Capital - Parks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-147	General Capital - Ballpark	\$0.00	\$246.13	\$334,931.11	\$4,007.50	\$278,328.17	\$56,602.94
14-148	General Capital - Soccer	\$0.00	\$21.22	\$114,627.72	\$0.00	\$109,574.57	\$5,053.15
14-149	General Capital - Levitt	\$0.00	\$564.92	\$3,036,550.22	\$146,283.50	\$2,907,446.55	\$129,103.67
14-221	General Cap - Ambulance	\$0.00	\$8,244.26	\$2,695,480.40	\$151,328.70	\$516,997.11	\$2,178,483.29
14-222	General Capital - Fire	\$0.00	\$8,244.26	\$2,695,480.41	\$151,328.69	\$516,997.06	\$2,178,483.35
General Balances		\$5,459,599.48	\$1,515,458.77	\$27,556,411.92	\$2,389,382.07	\$24,453,643.41	\$8,562,367.99
11	Keno	\$1,769.47	\$3.06	\$78.74	\$0.00	\$100.00	\$1,748.21
20	Aviation	\$387,357.30	\$96,990.89	\$329,999.73	\$18,397.15	\$434,803.32	\$282,553.71
31	Fire Pension	\$0.00	\$17,845.06	\$199,962.46	\$23,674.75	\$180,594.35	\$19,368.11
30	Police Pension	\$0.00	\$8,620.59	\$97,814.03	\$11,609.08	\$98,002.85	(\$188.82)
32	911 Surcharge	\$45,981.20	\$31.39	\$5,029.44	\$0.00	\$33,370.62	\$17,640.02
33	Health Insurance	\$1,447,364.32	\$146,132.02	\$1,657,679.65	\$219,870.07	\$1,455,161.74	\$1,649,882.23
Total Tax Funds		\$7,342,071.77	\$1,785,081.78	\$29,846,975.97	\$2,662,933.12	\$26,655,676.29	\$10,533,371.45
50	Street	\$3,585,719.97	\$252,882.60	\$3,081,313.50	\$114,703.18	\$2,044,851.42	\$4,622,182.05
70	Landfill-Cash & Invest	\$3,081,675.95	\$226,334.75	\$2,142,933.93	\$120,204.14	\$1,507,859.91	\$3,716,749.97
	Landfill-Operations	\$112,807.75	\$80,752.68	\$1,123,319.69	\$80,752.68	\$1,123,319.69	\$112,807.75
	Landfill-Debt Service	\$186,690.00	\$39,451.46	\$384,540.22	\$29,208.75	\$324,278.75	\$246,951.47
78	Old Landfill Closure	\$12,452.10	\$0.00	\$477.16	\$0.00	\$0.00	\$12,929.26
79	Landfill Post Closure	\$2,774,357.38	\$0.00	\$386,195.71	\$0.00	\$0.00	\$3,160,553.09
	C&D Site Closure/Post Closu	\$216,894.57	\$0.00	\$32,421.74	\$0.00	\$0.00	\$249,316.31
75	Landfill Construction	(\$110,579.28)	\$0.00	\$0.00	\$0.00	\$0.00	(\$110,579.28)
Total Non-Tax Funds		\$ 9,860,018.44	\$ 599,421.49	\$ 7,151,201.95	\$ 344,868.75	\$ 5,000,309.77	\$ 12,010,910.62
12	CDBG Revolving Loan	\$176,083.31	\$17.82	\$503.18	\$0.00	\$86,684.26	\$89,902.23
12	Housing Grant - Federal Func	\$67,223.15	\$23,843.78	\$117,594.34	\$23,815.00	\$61,649.61	\$123,167.88
12	Buy Rehab Sell	\$166,047.84	\$34.59	\$5,932.43	\$0.00	\$3,593.85	\$168,386.42
18	Creative District	\$0.00	\$2,013.42	\$12,356.37	\$2,750.00	\$4,750.00	\$7,606.37
60	Federal Proj (Blackburn Br))	(\$7,179.54)	\$350.29	\$234,960.88	\$13,860.73	\$277,770.42	(\$49,989.08)
60	Shadow Brook Project	(\$14,374.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,374.68)
60	Concrete Panel/Asphalt Proj	\$1,654,079.26	\$0.00	\$180,000.00	\$342,152.27	\$1,922,972.32	(\$88,893.06)
19-192	Land Acq - Indust. Park	\$2,148,085.33	\$510.22	\$57,061.25	\$0.00	\$2,002,715.80	\$202,430.78
19-193	Land Acq - Right-of-ways	\$21,561.20	\$0.00	\$0.00	\$0.00	\$0.00	\$21,561.20
19-194	Land Acq - Parks	\$67,361.72	\$0.00	\$0.00	\$0.00	\$0.00	\$67,361.72
16	Total Bond Funds	\$769,017.57	\$85,237.34	\$955,978.98	\$0.00	\$1,069,693.75	\$655,302.80
40	Total TIF Funds	\$423,287.18	\$784.01	\$109,889.53	\$0.00	\$85,484.52	\$447,692.19
Total Misc. Funds		\$ 5,471,192.34	\$ 112,791.47	\$ 1,674,276.96	\$ 382,578.00	\$ 5,515,314.53	\$ 1,630,154.77
Total All Funds		\$ 22,673,282.55	\$ 2,497,294.74	\$ 38,672,454.88	\$ 3,390,379.87	\$ 37,171,300.59	\$ 24,174,436.84

LB 357 Cash Available (from Page 2)
Wastewater Cash Available (from Page 3)
Water Cash Available (from Page 3)

\$2,324,843.28
\$4,829,535.29
\$9,861,399.60
\$ 41,190,215.01

City of York
LB 357 Funds Summary

	<u>31-Jul-24</u>	<u>31-Aug-24</u>
LB 357 Funds Allocation		
Cash Balance	\$17,044,399.85	\$17,195,697.22
Less: Quiet Zone	(\$1,496,028.97)	(\$1,496,028.97)
School-Owned Properties	(\$1,116,730.34)	(\$1,116,730.34)
Ball Field	(\$9,939,259.91)	(\$9,939,259.91)
City-Owned Properties	(\$2,316,334.72)	(\$2,318,834.72)
 Total Cash Available	 \$2,176,045.91	 \$2,324,843.28
 Less Restricted Funds		
Debt Service	(\$723,682.97)	(\$933,825.99)
Debt Service Reserve	\$0.00	\$0.00
 Total LB 357 Funds	 <u>\$1,452,362.94</u>	 <u>\$1,391,017.29</u>

City of York Public Works Summary

	<u>31-Jul-24</u>	<u>31-Aug-24</u>
Wastewater		
Cash Balance	\$4,611,033.20	\$4,829,535.29
Less: Construction Fund	<u>\$0.00</u>	<u>\$0.00</u>
 Total Cash Available	 \$4,611,033.20	 \$4,829,535.29
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$121,939.28)	(\$243,878.52)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	<u>\$0.00</u>	<u>\$0.00</u>
 Total Unrestricted Funds	 <u>\$4,489,093.92</u>	 <u>\$4,585,656.77</u>
 Water		
Cash Balance	\$8,875,387.79	\$8,958,141.43
Less: Construction Fund	(\$314,043.90)	(\$319,138.04)
Add: Farm Management Acct	<u>\$1,240,465.72</u>	<u>\$1,222,396.21</u>
 Total Cash Available	 \$9,801,809.61	 \$9,861,399.60
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$59,925.31)	(\$119,850.59)
Debt Service Reserve	<u>(\$266,500.00)</u>	<u>(\$266,500.00)</u>
 Total Unrestricted Funds	 <u>\$9,475,384.30</u>	 <u>\$9,475,049.01</u>

City of York
for the Month of August 2024

Auditors Grouping	Total Amount	Restricted or Assigned	Unrestricted	Notes
10 General:				
General	\$2,991,264.86	29,904.63	\$2,961,360.23	Restricted - YCF (Parks, Police) & Police Memorial Fund
ARP Act \$	\$38,390.50	\$38,390.50	\$0.00	Restricted grant money
Senior Center	\$8,657.20		\$8,657.20	
Police	\$92,546.75	\$49,856.00	\$42,690.75	Restricted - Federal equitable sharing money
Community Center	\$114,788.31		\$114,788.31	
Park	\$133,993.55	\$51,100.00	\$82,893.55	Mincks Park splash pad donations & grants
Auditorium	\$31,264.95		\$31,264.95	
Convention Center	\$185,892.78		\$185,892.78	
Aquatic Center	\$5,525.14		\$5,525.14	
Ball Park	\$13,921.57		\$13,921.57	
Museum	\$7,048.61		\$7,048.61	
Soccer Complex	\$2,385.21		\$2,385.21	
Total	\$3,625,679.43	\$169,251.13	\$3,456,428.30	
13 User Fees	\$25,587.85		\$25,587.85	
14 General Capital Projects	\$4,630,491.90	\$4,630,491.90		Hail claims, bonded projects - Fire Station & Parks
22 Fire/EMS	\$228,132.64	\$42,676.55	\$185,456.09	Restricted - York Community Foundation
24 Library	\$52,476.17		\$52,476.17	
30 Police Pension	(\$188.82)		(\$188.82)	
31 Fire Pension	\$19,368.11		\$19,368.11	
Total General	\$8,581,547.28	\$4,842,419.58	\$3,739,127.70	
50 Street	\$4,622,182.05	\$4,622,182.05		
20 Aviation	\$282,553.71	\$282,553.71		
16 Debt Service	\$655,302.80	\$655,302.80		
15 LB 357	\$2,324,843.28	\$2,324,843.28		
23 Capital Projects Sinking	\$0.00	\$0.00		
60 Capital Projects	(\$153,256.82)	(\$153,256.82)		
12 CDBG	\$381,456.53	\$381,456.53		
18 Creative District	\$7,606.37	\$7,606.37		
11 Kenosha	\$1,748.21	\$1,748.21		
19 Sinking	\$291,353.70	\$291,353.70		
32 E911	\$17,640.02	\$17,640.02		
40 TIF	\$447,692.19	\$447,692.19		
Total Governmental	\$17,460,669.32	\$13,721,541.62	\$3,739,127.70	
70 Landfill:				
Landfill	\$3,716,749.97		\$3,716,749.97	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$246,951.47	\$246,951.47		Bond Requirements
Old Landfill Closure	\$12,929.26	\$12,929.26		
Landfill Closure/Post	\$3,160,553.09	\$3,160,553.09		
C&D Site Closure/Post	\$249,316.31	\$249,316.31		
Construction	(\$110,579.28)		(\$110,579.28)	
Total Landfill	\$7,388,728.57	\$3,782,557.88	\$3,606,170.69	
80 Wastewater	\$4,829,535.29	\$243,878.52	\$4,585,656.77	Bond Requirements
90 Water	\$9,861,399.60	\$386,350.59	\$9,475,049.01	Bond Requirements
Total Enterprise	\$22,079,663.46	\$4,412,786.99	\$17,666,876.47	
33 Heath Insurance	\$1,649,882.23	\$1,649,882.23		Assigned for insurance claims needs
Total City	\$41,190,215.01	\$19,784,210.84	\$21,406,004.17	

ORDINANCE NO. 2373

AN ORDINANCE TO AMEND ARTICLE XV "C-2" BUSINESS DISTRICT, SECTION 5 HEIGHT REGULATIONS TO INCREASE THE MAXIMUM HEIGHT FOR BUILDINGS AND STRUCTURES TO SIXTY FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XV "C-2" Business District is amended as follows:

Sec. 5 - Height regulations:

No building or structure shall exceed sixty (60) feet in height.

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

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

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

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

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2374

AN ORDINANCE TO AMEND ARTICLE XVI "C-3" HIGHWAY COMMERCIAL DISTRICT, SECTION 5 HEIGHT REGULATIONS TO INCREASE THE MAXIMUM HEIGHT FOR BUILDINGS AND STRUCTURES TO SIXTY FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XVI "C-3" Highway Commercial District is amended as follows:

Sec. 5 - Height regulations:

No building or structure shall exceed sixty (60) feet in height.

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

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

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

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

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2375

AN ORDINANCE TO AMEND ARTICLE XVII "C-4" HIGHWAY COMMERCIAL DISTRICT, SECTION 5 HEIGHT REGULATIONS TO INCREASE THE MAXIMUM HEIGHT FOR BUILDINGS AND STRUCTURES TO SIXTY FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XVII "C-4" Highway Commercial District is amended as follows:

Sec. 5 - Height regulations:

No building or structure shall exceed sixty (60) feet in height.

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

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

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

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

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

RESOLUTION 2024-26

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

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

Recitals:

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

b. Pursuant to and in furtherance of the Act, the City of York Redevelopment Plan for the Fairfield Inn Redevelopment Project (the “**Redevelopment Plan**”) has been prepared and submitted to the Community Development Agency of York, Nebraska, (the “**Agency**”) by Anarba, 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 lacks paved street access and constitutes an impediment to the sound growth of the City. The Site is not designed for proper utilization. The substantial cost to prepare the Site for development to make it useful for improved commercial purposes is significant. Given the foregoing, the conditions of the Site are beyond the remedy and control of normal regulatory processes and police power and due to the high cost of development and cannot be dealt with effectively by the ordinary operations of private enterprise.

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

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

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

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

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

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

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

PASSED and APPROVED on September 19, 2024.

City of York, Nebraska

Mayor

ATTEST:

City Clerk (Seal)

EXHIBIT “A”
LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lot 3, Block 1, H&R Addition to the City of York, York County, Nebraska, and Grand Avenue adjacent thereto.

Agreement No.	BK2301-002
Effective (NTP) Date	
Supplement Amount	\$509,473.46
Total Agreement Amount	CPFF \$1,257,854.61

PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. 2
PRELIMINARY ENGINEERING SERVICES

CITY OF YORK, NEBRASKA
OLSSON, INC.
PROJECT NO. DPS-93(15)
CONTROL NO. 43010
PROJECT ACCESS YORK

THIS SUPPLEMENTAL AGREEMENT is between the City of York, Nebraska ("LPA") and Olsson, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on April 6, 2023 and Supplemental Agreement No. 1 executed on April 4, 2024 for Consultant to provide Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-93(15) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "C" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Consultant Work Order and Scope of Services, and Exhibit "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by August 27, 2026.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit “C” of the Original Agreement is hereby amended in accordance with Exhibit “B” and as shown below.

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 219,927.95	\$156,045.30	\$375,973.25	For actual direct labor costs
\$ 454,024.67	\$299,931.46	\$753,956.13	For indirect labor costs & direct expenses
\$ 74,428.53	\$53,496.70	\$127,925.23	For a fixed fee for profit
\$748,381.15	\$509,473.46	\$1,257,854.61	Total agreement amount

*Includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this _____ day of _____, 20____.

OLSSON, INC.
Michael C. Piernicky, P.E.

Vice President

STATE OF NEBRASKA)
)ss
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public

EXECUTED by LPA this _____ day of _____, 20____.

CITY OF YORK, NEBRASKA
Barry Redfern

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

SUPPLEMENT #2

This CONTRACT SUPPLEMENT executed between the City of York ("Client") and Olsson, Inc. ("Olsson"), shall amend the task order BK2301 of master agreement BK2278 dated February 23rd 2023.

PROJECT DESCRIPTION AND LOCATION

Project Name: "Project Access York"
 Project Number: DPS-93(15)
 Control Number: 43010
 Location: City of York, Nebraska

REASON FOR AMENDMENT

The Consultant is required to provide additional services to complete the Right-of-Way (ROW) design plans and final design of the project. Services include project management, meetings, survey, plans specifications, and estimates (PS&E) submittals, ROW design, and bridge design.

AMENDED SECTION(S)

The scope of services of the above referenced agreement shall be amended to add the following.

PROJECT MANAGEMENT AND QUALITY CONTROL

1. **Project Management.** This task includes activities to continue to monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports, and prepare project correspondence with the LPA Project Contact and to NDOT and maintain project records.
3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks before each milestone submittal of the project which include but are not limited:
 - Draft PS&E Submittal
 - Final PS&E Submittal
4. **Public Outreach Updates.** The Consultant will assist the LPA with up to 4 project status updates through the remainder of the project. Assistance could consist of providing information to the LPA to update their website for the project status, schedule, exhibits, answering questions and reviewing materials before they are posted online. The Consultant would provide up to 4 hours of assistance per outreach update. This task would require approval from the LPA to utilize this task.

MEETINGS

3. **Project Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities at different stages throughout the project. The consultant should anticipate 3 virtual meetings (PCMs 70, 80 and 90). The Consultant will be responsible for preparing meeting minutes from the discussion on this project and shall prepare required materials prior to the meeting as listed on the agenda for PCM meeting.

The individuals included within this scope for the Project Coordination Meetings are as follows:

- 2 Transportation Engineer (PM, Assistant Engineer)
 - 1 Environmental Scientist
 - 1 Bridge Engineer
5. **Progress Meetings** (No additional progress meetings are included within this supplemental scope of services. If the original number of progress meetings assumed with the original agreement is exceeded, an additional supplement would be needed).
 9. **Encroachment Review Meeting:** The Consultant will conduct an encroachment review meeting to determine the existing features located within public ROW. The Consultant and LPA will conduct a drive-by evaluation of the segments of the trail located within the existing ROW (as outlined below). The Consultant and LPA will stop at potential encroachment sites, measure offsets to the encroachment from existing features like sidewalks and curbs and take pictures to document. The Consultant will document any existing features located within the public ROW that are not permitted to be there in a report. Existing encroachments could include: landscaping blocks, signs, furniture, etc.

The Consultant will submit an Encroachment Review Report to the LPA and NDOT for documentation. The LPA and NDOT will then contact the associated property owners to require removal of the features prior to the project if necessary. Otherwise, items needing to be removed would not be covered by project costs. Staking of the existing ROW would not be included with this review as determination of the encroachment will be made via measurements from existing hard surface features to determine if they encroach within the ROW via a design review.

The sections of trail located within existing ROW to be evaluated are:

- South side of Nobes Road from Blackburn Avenue to Maine Avenue
- East side of Maine Avenue from Nobes Road to 8th Street
- North side of 14th Street adjacent to the Elementary School
- East side of Pennsylvania Avenue between 14th Street and 15th Street
- South side of 15th Street between Pennsylvania Avenue and Maine Avenue
- East side of Maine Avenue between 15th Street to approximately 200' north of Duke Circle
- West side of Delaware Avenue between the high school entrance and Duke Drive
- North and south side of Duke Drive between Delaware and Blackburn Avenues
- East side of Blackburn Avenue between Duke Drive and the BNSF railroad crossing
- South side of 19th Street between Nebraska Avenue and the BNSF railroad crossing
- North side of 19th Street at pedestrian detour locations for new sidewalk construction
- East side of Nebraska Avenue south of 1st Street to the existing trail connection

The individuals included within this scope for the Encroachment Review Meeting are as follows:

- 2 Transportation Engineers (PM, Assistant Engineer)

10. ~~Pre-Construction Public Meeting~~: (This will be supplemented with a future contract if needed).

SURVEY

9. **Appraisal and Negotiations Staking the Right of Way.** During the appraisals and negotiations, the Consultant will stake new and existing right of way, assume 25 tract (s), staked once for the appraisals and then again for negotiations for up to 10 tracts. The consultant will also attend a site visit with the appraisal team to review project impacts and answer project questions for the appraisal process.
10. **Staking Right of Way for Condemnation Hearing.** The Consultant will stake the new and existing right of way prior to the Condemnation Hearing so the Board of Appraiser's can view the proposed taking (to include temporary and permanent easements), assume 5 tract(s).
11. **Condemnation Plats.** The Consultant will prepare condemnation plats. The plat is a unique plan sheet showing the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plat(s) to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted, assume 5 tract(s).

POST PLAN IN HAND PLANS

7. **Utility Coordination.** The Consultant will document the information provided from the utility companies within NDOT's Utility Coordination Template Form (provided by NDOT's Local Assistance Division).
- a. The Consultant will prepare utility pole listings for each pole within the project limits of construction or temporary easements to identify the ownership of the pole, if it needs to be moved or not, and if compensation may be granted to the utility.
 - b. LPA is responsible to coordinate utility agreement negotiations with utilities.
 - c. NDOT to provide Consultant standard templates for utility notifications.
 - d. LPA and NDOT to provide Consultant with utility contact information.

19. **Utility Rehabilitation Plans (K Sheets):** the Consultant will prepare K Sheets that show existing utilities, proposed utility relocations, and buried utilities to be abandoned in place as provided by the utility companies for information only.

DRAFT PS&E SUBMITTAL REVIEW

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the Post Plan in Hand Plan review. This task also includes revisions per ROW process, Stakeholder coordination meetings, utility coordination, and the environmental process (not to include errors and omissions).
2. **Pavement Marking and Signing:** This task includes design and drafting of a longitudinal pavement marking centerline for the trail and crosswalk markings at key street crossing locations. It also includes the design and drafting of the on-street bicycle facilities such as the at-grade cycle track, shared lanes, and bike lanes. Signing locations will be designed to place approximately 75 trail route marking signs and 75 trail crossing or bike lane signs. It is assumed that there will be approximately 20 50-scale piggyback pavement marking and signing sheets included in this project. The LPA is assumed to procure and construct the pavement markings and signing for the project.
3. **Pedestrian Crossing Signal (RRFB) Plans.** This task includes effort to indicate on plans the general quadrant of RRFB infrastructure at five trail crossing locations. Material specifications will be added to the special provisions, it is assumed that the assemblies will be solar powered and communicate wirelessly between sides of the crossing. The LPA is assumed to procure, locate, and construct the RRFBs.
4. **Lighting Plans.** This task includes effort to finalize lighting design, electrical circuitry, installation details, and electrical service design. Lighting area of work is at the pedestrian bridge approaches and the pedestrian bridge. Removals and abandonment of the property owners existing parking lot lights would be outside this scope and an item negotiated and compensated for in the ROW appraisals, negotiations, and acquisition process.
5. **Quantities/Estimates:** This task includes effort to update quantities (based on revisions from this phase) using NDOT standard bid items. This includes preparation of horseblankets for drainage items. This effort also includes breaking out quantities for LPA responsibilities during construction such as, but not limited to:
 - a. Pavement Marking & Signing Quantities
 - b. Watermain/Hydrant relocation quantities
 - c. RRFB quantities
6. **Special Plans.** This task includes effort to prepare Special Plans for:
 - a. Pedestrian Safety Railing
 - b. Curb walls
 - c. Shallow pipe crossings
 - d. MSE wall typical sections
 - e. MSE wall plan/profiles
 - f. Trail Signs
 - g. Bike Lane Markings
7. **Miscellaneous:** This task includes completion of any necessary forms as required in the deliverables section such as:
 - a. NDOT Form 64E
 - b. NDOT Form 415
 - c. NDOT Form 280
 - d. Special Plans List
 - e. Special Provisions (draft)
 - f. Standard Plan List
8. **Draft PS&E Submittal:** This task includes effort to compile and print the plan set to PDF format. The Consultant shall submit a draft PS&E package, to the Project Liaison and LAD PC for final review. The package will include the plan set and total project quantities. Below is the order the plans are to be arranged in the plan set.
 - Title Sheet
 - Typical Cross-Sections
 - Environmental or Aerial Sheets (including Wetlands)
 - Horizontal Alignment and Control Points
 - General Information Sheets

- Construction, Removals, Geometrics and Grades
- Erosion & Sediment Control (w/ Wetland Areas)
- Utility Rehabilitation Plans (K Sheets)
- Plan and Profile Sheets
- Pavement Marking & Signing Plans
- Lighting Plans
- Earthwork Data Sheets
- Drainage Structure Cross-Section Sheets
- Bridge Plans
- Special Plans from Bridge
- Special Plans from Roadway
- Right-of-Way Appraisal Plans
- Trail Cross-Sections

The only revisions to the Draft PS&E plans would be modifications resulting from right of way negotiations, ~~design modifications due to unknown utility conflicts,~~ review comments from NDOT or the LPA, or revisions requested by an affected railroad.

DELIVERABLES FOR DRAFT PS&E SUBMITTAL:

- a. Grading Item Summary, NDOT Form 64E
- b. Table of Drainage Summary Items, "Horse blankets"
- c. Length Sheet, NDOT Form 415
- d. OnBase (NDOT RD PS&E Plans)
- e. One full-sized .pdf set each of "Pre PS&E Plans" and "Pre PS&E Cross Sections"
- f. PS&E Required Sheet (Word format), NDOT Form 280
- g. Special Plans list (from NDOT's "Standard/Special Plans" book)
- h. Special Provisions (draft)
- i. Standard Plan list (from NDOT's "Standard/Special Plans" book)
- j. Summary of Quantities, NDOT Form 355

FINAL PS&E SUBMITTAL/BLUE LINE CORRECTIONS

1. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the LAD Project Coordinator for the final PS&E review.
2. **Address comments or questions** during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable (bluelines).
3. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).
 - Title Sheet (Provided by NDOT)
 - Typical Cross-Sections
 - Summary of Quantities (Provided by NDOT)
 - Summary of Soil and Materials Survey Information (Provided by NDOT)
 - Environmental or Aerial Sheets (including Wetlands)
 - Horizontal Alignment and Control Points
 - General Information Sheets
 - Construction, Removals, Geometrics and Grades
 - Erosion & Sediment Control (w/ Wetland Areas)
 - Utility Rehabilitation Plans (K Sheets)
 - Plan and Profile Sheets
 - Pavement Marking & Signing Plans
 - Lighting Plans
 - Earthwork Data Sheets
 - Drainage Structure Cross-Section Sheets
 - Bridge Plans
 - Special Plans from Bridge
 - Special Plans from Roadway
 - Right-of-Way PS&E Plans
 - Trail Cross-Sections
 - Standard Plans (Provided by NDOT)

4. **SWPPP Coordination:** This task includes effort to provide information to NDOT for NDOT to prepare the NPDES Construction Stormwater Permit, the Stormwater Pollution Prevention Plan (SWPPP) for the project.
5. **Temporary Erosion Control Sheets:** After PS&E corrections are complete, the Consultant shall produce temporary erosion control sheets for the Stormwater Pollution Prevention Plan. These are to be submitted in electronic form (.pdf) as half-sized plan sheets. These sheets do not need to be stamped plans. The temporary erosion control sheets must include the following items:
 - a. Topography
 - b. New design (do not include erosion control design)
 - c. New drainage
 - d. Wetlands and Legend
 - e. Ditches with slopes and arrows
 - f. Limits of Construction lines
 - g. Restricted areas
 - h. Contours (Attach the contour file with a "c1" logical name) (Only show contours if there are reconstruction design contours.)
 - i. R.O.W. (If possible) (legend cell: tempeclegend – change the legend to match the ROW lines used on your project)
6. **Letting Task**
 - a. Answering questions received from Contractors during Letting Phase
 - b. ~~Supplying Information to NDOT for preparing addendums~~ (will be supplemented with future contract if needed)
 - c. Shop drawing review/approvals

Deliverables for Final Plans (PS&E) Phase include

- a. Revised Waterway Permit Data Sheet, NDOT Form 290
- b. Floodplain Certification Package
 - Floodplain Certification and Permit (if applicable)
- c. Opinion of Probable Construction Cost
- d. Two full-size sets of Final Plan electronic files (one stamped/signed and one unstamped/unsigned both with preliminary stamp removed).
- e. Project Information Sheet, NDOT Form 342
- f. Project Quantity Sheet, NDOT Form 343E
- g. Summary of Quantity Sheets, NDOT Form 355
- h. Summary of Quantities and Locations of Surfaced Driveways/Intersections (if applicable)
- i. Table of Drainage Summary Items, "Horse blankets"
- j. Length Sheet, NDOT Form 415
- k. PS&E Required Sheet, NDOT Form 280
- l. Grading Item Summary, NDOT Form 64E
- m. Special Provisions
- n. Standard Plan listing
- o. Special Plan listing
- p. Certification of Compliance, NDOT Form 366
- q. Construction and working day estimates

RIGHT-OF-WAY DESIGN SERVICES

1. **TITLE RESEARCH** Any additional or updated Title Information would be provided by NDOT.
3. **ROW PLANS**
 1. The consultant shall reference construction elements and roadway design information contained in the design files (alignment, feature, loc, etc.) to the ownership plans. The proposed design alignment shall be referenced to the ROW Appraisal plans instead of the preliminary project alignment. Construction elements to be referenced include items such as limits of construction (LOC's), pavement edges, sidewalks, sewers, drives, culverts, drainage structures, dikes, retaining walls, bridges, guardrail, wetland mitigation sites, construction staging areas, temporary roads, erosion control, traffic signals, street lights, etc.
 2. The Consultant shall design the new ROW and easements necessary to construct, operate, and maintain the transportation facility and in accordance with NDOT's General ROW Design Guidelines. All new acquisitions shall be shown on the ROW plans and patterned accordingly.

3. Tract numbers are to be assigned to all parcels from which property rights will be acquired from.
4. Station and offsets shall be placed and referenced to the project design alignment for all new Right of Way, permanent easements, and control of access lines at their break points, intersects with property lines, and intersects with section lines and 1/4 section lines.
5. The consultant shall determine if any existing items within the temporary or permanent easements can be left in place and not disturbed during the construction of the project. If so a "Do Not Disturb" (DND) note shall be placed on the ROW and construction plans. The DND note shall identify the type of item (i.e. tree, fence, landscaping etc.) and its location either with a note leader or the Station and offset of the item.
6. All text must be legible and not overlapping other text, construction items, topography, or patterning.
7. The Consultant shall submit to the ROW Design Section no later than the scheduled date one set of Preliminary ROW Plans with each sheet dated in the lower right corner. Each sheet shall be labeled as "Preliminary ROW Plans" and that they are "Preliminary Plans – Not Final Subject to Change".
8. The Consultant shall submit all Preliminary ROW plan sheets in pdf format.
9. The Consultant shall monitor all project scope and project design information throughout the development of the project. All ROW Design information and requirements shall be updated as necessary to reflect the latest project scope and project design.
10. Each time a Preliminary ROW Plan revision is done the date of the revision will be shown in the lower right corner of the revised sheet(s). When submitting revised Preliminary ROW plans the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans.
11. After the Preliminary ROW plans are submitted the Local Assistance Division and the ROW Design Section will arrange a Preliminary ROW Design review meeting. A representative of the Consultant shall attend this meeting. The consultant may also be requested to submit a kmz file with the Preliminary ROW plans for use at the Preliminary ROW Design review meeting.
12. After the ROW review meeting, the Consultant shall make all the necessary revisions, corrections, etc. from the Preliminary ROW Review meeting.
13. Each separate area to be acquired within a tract that is described with its own legal description shall be assigned an acquisition type and a sequential number. A tract can have multiple acquisition areas, which when assembled, encompass all the property rights that are being acquired from that tract. Areas where absolute ownership is being acquired (ROW) shall be assigned a ROW1. Each Permanent and Temporary Easement area to be acquired are to be assigned a PE1 or TE1 respectively. If more than one acquisition area per tract occurs a consecutive number will be assigned to the subsequent area (i.e., ROW2, PE2, TE2 etc.) The ROW areas do not need to be labeled on the plans, but each new easement must be labeled with its acquisition type and number along with their respective purposes.
14. All text must be legible and not overlapping other text, topography, construction items, or patterning.
15. The Consultant shall prepare legal descriptions (distances and deflections, no bearings or azimuths) for all ROW, control of access, permanent easements, and temporary easements. Legal descriptions must follow NDOT's standard legal description format and use NDOT's Standard Library statements. Degrees, Minutes, Seconds, Feet, etc. must be spelled out in text format in the legal descriptions. Symbols such as °, ', and " must not be used to denote units of measurement in the legal descriptions. Superscript text should also not be used in legal descriptions. Generally urban areas are to be calculated in square feet rounded up to the nearest whole square foot, and rural areas are to be in acres rounded up to two decimal places. During the appraisal process the consultant may be directed to use different units depending on the particular characteristics of the property. The legal descriptions shall be submitted in electronic text format (not pdf). Each legal description shall be identified by the project control number, its tract number, acquisition type, and its sequential number. Legal descriptions can be submitted in one text document, or each tract can have its own document. BEFORE SUBMITTAL TO NDOT ALL LEGAL DESCRIPTIONS SHALL BE REVIEWED AND APPROVED BY A REGISTERED LAND SURVEYOR REGISTERED IN THE STATE OF NEBRASKA.
16. The consultant shall update the situation sheet (sheet 1) as needed. The tract numbers assigned to each parcel shall be added to the corresponding parcel on the situation sheet.
17. The Consultant shall prepare a summary of areas sheet (#2 sheet). The #2 sheet must display all tract numbers, the owner(s) name, how the title is held, and the summary legal description (lot-block, Tax Lot, Quarter Section, etc.), the areas of all acquisitions, and the ROW sheet number(s) where the tract is located.
18. The Consultant shall submit to the ROW Design Section no later than the scheduled date one set of legal descriptions in the specified format, and one set of Appraisal Plans with

each ROW plan sheet dated in the lower right corner. Each sheet shall be labeled as "Appraisal Plans" and that they are "Preliminary Plans – Not Final Subject to Change".

19. The Consultant shall submit all Appraisal plan sheets in pdf format.
20. The Consultant shall monitor all project scope and project design information throughout the development of the project. All ROW Design information and requirements shall be updated as necessary to reflect the latest project scope and project design.
21. The Consultant shall make ROW design alterations as required by the State during the Appraisal of the ROW. The revisions must be made within five (5) working days after the State requests the revision.
22. Each time an Appraisal Plan revision is done the date of the revision will be shown in the lower right corner of the revised ROW plan sheet(s).
23. Each time a revision is made to a legal description the date of the revision shall be placed with the tract number, acquisition type, and its sequential number identifier.
24. Each time a revision to the legal descriptions or Appraisal Plans are made the Consultant shall submit updated versions of all affected electronic legal description text.
25. When submitting revised Appraisal plans or legal descriptions the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans and/or legal descriptions in chronological order for the duration of the appraisal stage.
26. Upon request the Consultant shall submit a ROW staking listing for any tracts requested within three working days of the request. The listing must provide station offsets to the design centerline and coordinates for all ROW, PE, TE, and control of access lines at all break points, TS, SC, CS, ST, TC, CT, centerline deflections, and at every 100 feet or even stations like the cross sections. The staking report shall be provided in Excel and csv formats. Program and instructions for making the staking reports are found on the NDOT website.
27. A pre-appraisal and/or appraisal meeting may be held to inform the appraisers of the aspects and history of the project and to answer any questions they may have. A representative of the Consultant shall attend these meetings. The consultant may also be requested to submit a kmz file for use at these meetings.
28. The Consultant shall make ROW design alterations as required by the State during the acquisition phase of the ROW process. The revisions must be made within five working days after the State requests the revision. It is assumed that up to 13 tracts would require revisions on this project as a result of the acquisition / negotiation process.
29. Each time a Negotiation Plan revision is done the date of the revision will be shown in the lower right corner of the revised ROW plan sheet(s).
30. Each time a revision is made to a legal description the date of the revision shall be placed with the tract number, acquisition type, and its sequential number identifier.
31. Each time a revision to the legal descriptions, Negotiation Plans, or staking report is made the Consultant shall submit updated versions of all affected electronic legal description text and staking report files.
32. When submitting revised Negotiation plans, legal descriptions, or staking reports, the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans, legal descriptions, and/or staking reports in chronological order for the duration of the acquisition stage of the project.
33. The Consultant shall submit to the ROW Design Section within seven working days of their request 2 sets of PS&E ROW plans (as described in the Project ROW Plans Format) in PDF format as specified below:
 - a. One PS&E ROW set with Preliminary stamp OFF/Seal OFF uploaded to the _EPlans folder on ProjectWise with the name of the PDF "13275 ROW Prelim Plans"
 - b. One PS&E ROW set with Preliminary stamp OFF/Seal ON and electronically signed uploaded to the _EPlans folder on ProjectWise with the name of the PDF "13275 ROW Final Plans"

The PS&E plan set shall consist of all Negotiation Plan sheets except the title sheet, situation sheet, and summary of areas sheet (2 sheet); and shall have the following changes made:

- a. The Negotiation Plan stamp will be removed along with any "revised" stamps.
 - b. Any construction notes will be removed from the ROW plan sheets by shutting off the level(s) in which they are placed except for "Do Not Disturb" notes which are to remain on the PS&E ROW Plans.
34. The Consultant shall stamp, sign, and date PS&E ROW plans. The seal of the Consultant should be CADD generated that is then electronically signed and dated by the Professional Civil Engineer or Registered Land Surveyor registered in Nebraska.
35. The PS&E plans shall incorporate all negotiation plans revisions.
36. The Consultant shall make PS&E corrections as required by the state during the PS&E letting package preparation process. Any updated ROW Design CADD and GEOPAK ROW files shall also be submitted with the revised PS&E ROW plans as necessary. The revisions must be made within five working days after the state requests the revision.

BRIDGE DESIGN SERVICES

- 1) **Final Bridge Design.** The Consultant shall prepare final bridge design plans for the pedestrian bridge structure over US-81, and as detailed in the bridge design data sheets approved by the State.
 - a. The Consultant shall compute quantities according to the standard bid items in the Standard Specifications.
 - b. The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.
 - c. If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.
 - d. 75% Bridge Plan Submittal. The Consultant shall submit to the LAD PC PDF plans via the State's FTP site for the 75% review when the initial design and detailing is completed, but prior to the checking. To avoid delays in the design, during this period of preliminary review, the Consultant may proceed with the bridge design check.
 - e. 90% Bridge Plan Submittal. The Consultant shall submit to the LAD PC PDF plans via the State's FTP site for the 90% review when the design and detail check is complete, and a draft copy of the special provisions.
 - f. 100% Final Bridge Plan Submittal. The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also, to be submitted, is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations, the Word files for the special provisions, and a PDF of the final bridge plans shall be submitted via LAD PC.
 - g. The Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.
 - h. The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.
 - i. The Consultant shall provide shim data (deflections due to slab and curb/rail weight).
- 2) **Final Bridge Plans.** Requirements for bridge design plans:
 - a. The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in this Scope of Services.
 - b. The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual".
 - c. The Consultant shall draft all structural details at a scale which will clearly show all details, notes, and lettering when the plans are reduced to half size.
 - d. The Consultant shall put the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans.
- 3) **MSE Wall Design.** The Consultant will design four MSE (Mechanically Stabilized Earth) walls utilizing small, reinforced blocks at the pedestrian bridge approaches. The maximum exposed heights of the walls are expected to be approximately 12 feet or less and would provide grade separation for the new pedestrian bridge. The Consultant will perform the following services:
 - a. Design of the retaining walls in accordance with NCMA design guidelines
 - b. Global Stability Analysis on the critical wall sections
 - c. Preparation of design calculations
 - d. Preparation of construction documents, plans and design notes.

- 4) ~~Load Rating Services.~~ (will be handled as a supplement to this contract if needed) ~~Load Rating Services shall include the following:~~
- a. ~~Provide bridge rating using BrR software. A Load Rating Summary Sheet (BR Form 465, current version; form available on NDOT website) and the load rating calculations shall be provided for the bridge.~~
 - b. ~~The load rating shall include analysis for the Special Haul Vehicles SU4, SU5, SU6 and SU7 Trucks shown in the latest version of the Manual for Bridge Evaluation. NDOT Rating Trucks shall also be included in the load rating analysis. The load rating shall be performed in accordance with NDOT's Bridge Inspection Program Manual. The consultant should utilize the Load Rating Report checklist in this manual when completing the load rating.~~
- 5) ~~Girder Shim Calculations~~ (will be handled as a supplement to this contract if needed)
- a. ~~The Engineer shall provide to the Consultant the height of instrument elevation and the rod readings taken on top of the girders at the points designated by the Consultant.~~
 - b. ~~The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.~~
 - c. ~~The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc. to provide for proper girder shims.~~

NOTE: The State may make suggestions or comments and will attempt to return the plans within approximately two weeks after receiving the plans from the Consultant for the above bridge plan submittals.

WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

Waterline/Sanitary Sewer Relocation/Reconstruction services are not included within this contract. If these services are needed for the project they will be included within a supplemental agreement. Hydrants to be relocated with the project as assumed to be a LPA responsibility during construction.

DELIVERABLES

- 1. Required Materials and Agendas for PCM Meetings
- 2. Utility Coordination Forms
- 3. Utility Pole Listings
- 4. Stakeholder Meeting Notes
- 5. Encroachment Review Report
- 6. Staking for Appraisals, Negotiations, & Condemnations (if applicable)
- 7. Condemnation Plats (if applicable)
- 8. Draft PS&E Plans and Deliverables (as described in the Draft PS&E Submittal Section)
- 9. Final PS&E Plans and Deliverables (as described in the Final PS&E Submittal Section)
- 10. Preliminary ROW Plans
- 11. Appraisal Plans
- 12. Negotiation Plans
- 13. PS&E ROW Plans
- 14. Archived ROW Plans
- 15. Final Bridge Design Plans

SCHEDULE

- | | |
|--------------------------------------|----------------------|
| 1. Notice to Proceed (NTP) | Completed - 02/23/23 |
| 2. Project Kickoff Meeting | Completed - 03/07/23 |
| 3. PCM 0 Meeting | Completed - 03/16/23 |
| 4. Design Charrette Meeting | Completed - 03/30/23 |
| 5. Lidar Survey Complete & Processed | Completed - 06/02/23 |
| 6. PCM 20 Meeting | Completed - 08/31/23 |
| 7. Trail Design PIH Submittal | Completed - 08/31/23 |
| 8. PCM 30 Meeting | Completed - 09/14/23 |
| 9. Plan-in-Hand Visit | Completed - 09/25/23 |
| 10. Trail Design Post-PIH Submittal | Completed - 01/12/24 |
| 11. PCM 35 Meeting | Completed - 01/22/24 |
| 12. Public Meeting | Completed- 05/28/24 |
| 13. Submit Draft CE | Oct.2024 |
| 14. PCM 50 Meeting (If needed) | Nov. 2024 |
| 15. Anticipated Approved CE | Dec. 2024 |
| 16. PCM 70 Meeting | Jan. 2025 |

17. Begin ROW Acquisition Process	Feb. 2025
18. Draft PS&E Submittal	Dec. 2025
19. PS&E Submittal	Feb 2026
20. PCM 80 Meeting (If needed)	April 2026
21. Anticipated Completed ROW Acquisitions	May 2026
22. PCM 90 Meeting	06/18/26
23. Bluelines PS&E Submittal	06/29/26
24. Obligation of Construction Dollars	July 2026
25. Project Letting	08/27/26
26. Obligation of Construction Funds Deadline	09/30/26
27. Contract Amendment End Date	12/31/26
28. Construction	Spring 2027 – Fall 2028
29. Expenditure of Construction Funds Deadline	09/30/31

Project Name:Project Access York

Consultant:Olsson

Consultant PM:Patrick Lusk, 402-458-5004, plusk@olsson.com

LPA RC:Example: Sue Jones, 402-777-0000, sue@lpa.gov

NDOT PC:Paul Kieper, paul.kieper@nebraska.gov

Date:August 29, 2024

Project Number:DPS-93(15)

Control Number:43010

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	TECH	Technician
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate ^[1]		
185.69%	0.00%	
Fee for Profit Rate ^[2]		
12.00%	\$0.00	
FCCM (if applicable)		
1.00%	0.00%	

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name		Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal				
Tony Baumert		Vice President	\$81.73	100%
Blended Rate:			\$81.73	\$0.00
Project Manager				
Patrick Lusk		Project Manager	\$53.85	100%
Blended Rate:			\$53.85	\$0.00
Sr. Engineer				
Jon Olsen		QAQC Lead	\$74.28	15%
James Landrum		Lead Geotechnical Engineer	\$72.60	2%
Shane King		Technical Leader - Traffic	\$70.19	10%
Denny Blind		Senior Landscape Architect	\$59.13	20%
Ian Dillon		Senior Geotechnical Engineer	\$54.09	10%
Brandon Roesler		Team Leader - Bridge Design	\$61.06	40%
Lance Murry		Survey Team Leader - Ground	\$53.85	2%
Frank Egelhoff		Senior Engineer - Electrical	\$73.80	1%
Blended Rate:			\$63.09	\$0.00
Engineer				
Jacob Delone		Engineer - Bridge Design	\$39.66	50%
Sarah Hruby		Engineer - Roadway Design	\$40.38	20%
Pavel Karamshin		Assistant Engineer - Traffic Design	\$36.30	20%
Robert Sherwood		Associate Engineer - Geotech	\$36.06	5%
Kyle McLaughlin		Transportation Planner	\$45.19	5%
Blended Rate:			\$39.23	\$0.00
Sr. Designer/Technician				
Chase Jelden		Environmental Scientist	\$38.94	5%
Becky Zoubek		Senior Technician - Lighting	\$61.54	95%
Blended Rate:			\$60.41	\$0.00
Technician				
Ed Klein		Assistant Technician - Lighting	\$31.00	5%
Jeremy Vesely		Senior Technician - Roadway	\$37.00	20%
Stacey Fryc		Survey Technician	\$33.50	5%
Mark Lambertus		Senior Technician - ROW Design	\$36.75	35%
Tyler Troxel		Senior Technician - Bridge Design	\$29.25	20%
Jason Martins		Design Technician Manager - Roadway	\$52.16	15%
Blended Rate:			\$37.16	\$0.00
Registered Land Surveyor				
Daniel Thomson		Senior Surveyor	\$49.04	100%
Blended Rate:			\$49.04	\$0.00
Survey Party Chief				
Rey Alcalde		Associate Surveyor	\$33.00	50%
Brandon Clark		Associate Surveyor	\$40.00	50%
Blended Rate:			\$36.50	\$0.00

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Surveyor I			
Zach Leffler	Assistant Surveyor	\$22.00	100%
Blended Rate:		\$22.00	\$0.00
Administrative			
Stacey Roach	Public Involvement Specialist	\$41.59	100%
Blended Rate:		\$41.59	\$0.00

Consultant's Estimate of Hours

Supplement 2

Project Name: Project Access York

Consultant: Olsson

Consultant PM: Patrick Lusk, 402-458-5004, plusk@olsson.com

NDOT PC: Paul Kieper, paul.kieper@nebraska.gov

Date: August 29, 2024

Project Number: DPS-93(15)

Control Number: 43010

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	TECH	RLS	SPC	SUR	ADM	Total
I. Project Management & Quality Control	4	210	104	0	0	0	0	0	0	8	326
1. Project Management	4	206	20								230
3. Quality Assurance / Quality Control			80								80
4. Public Outreach Updates		4	4							8	16
											0
II. Meetings	0	16	2	10	8	0	0	0	0	0	36
3. Project Coordination Meetings (2 Additional Meetings)		8	2	2	8						20
9. Encroachment Review Meeting		8		8							0
											0
III. Survey	0	0	18	0	0	76	40	130	130	0	394
9. Appraisals & Negotiations Staking the Right of Way.			8			36		110	110		0
10. Staking Right of Way for Condemnation Hearing			6					20	20		0
11. Condemnation Plats			4			40	40				0
											0
V. Post Plan in Hand Plans	0	24	0	0	0	72	0	0	0	0	96
7. Utility Coordination		16									16
19. Utility Rehabilitation Plans (K Sheets)		8				72					80
											0
VI. Draft PS&E Plan Review	0	96	84	278	44	356	0	0	0	0	858
1. Incorporate Review Comments		40		40		80					160
2. Pavement Marking and Signing			40	150		40					230
3. Pedestrian Crossing Signal (RRFB) Plans				8		8					16
4. Lighting Plans		4	8		40	108					160
5. Quantities/Estimates		16	4	20	4	32					76
6. Special Plans		12	8	60		80					160
7. Miscellaneous		16	24								40
8. Draft PS&E Submittal		8				8					16
											0
VII. Final PS&E Submittal/Blue Line Corrections	0	40	32	40	8	40	0	0	0	0	160
1. Final PS&E Submittal		8				16					24
2. Address comments or questions		8	16	40		16					80
3. Printing		4				4					8
4. SWPPP Coordination		8									8
5. Temporary Erosion Control Sheets		4				4					8
6. Letting Task		8	16		8						32
											0
VIII. Right of Way Design	0	0	0	0	0	602	180	0	0	0	782
3. ROW Plans						602	180				782
											0
IX. Bridge Design Services	0	0	182	334	0	344	0	0	0	0	860
4. Final Bridge Design & Plans											0
a) Typical Sheets											0
General Notes Quantities and Index			4	10		2					16
General Plan and Elevation			10	30		40					80
Coordinate Layout and Data											0
Geological Profile/Pile Layout and Data			6	10		20					36
Abutments			8	18		36					62
Piers			20	60		80					160
Bearings			8	16		10					34
Girder Layout/Girder Data/Superstructure System			24	52		54					130
Typical Section			6	10		10					26
Pedestrian Railing			10	20		46					76
Miscellaneous Details			8	16		26					50
Bill of Bars and Bending Diagrams			16	30							46

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	TECH	RLS	SPC	SUR	ADM	Total
Lighting			10	20		20					50
Floor Drains/ Drainage System											0
Quantities			10	20							30
Special Provisions			6	10							16
MSE Wall Design			36	12							48
											0
Total Days	0.5	48.3	52.8	82.8	7.5	186	27.5	16.3	16	1	439
Total Hours	4	386	422	662	60	1490	220	130	130	8	3,512.0

Direct Expenses

Supplement 2

0

Project Name:

Project Access York

Consultant:

Olsson

Date:

August 29, 2024

Project Number:

DPS-93(15)

Control Number:

43010

Subconsultants:			Amount
Subtotal			\$0.00
Printing and Reproduction:	Qty	Unit Cost	Amount
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal			\$0.00
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage: 30 roundtrips from Lincoln @ 105 miles	3150	\$0.670	\$2,110.50
			\$0.00
Subtotal			\$2,110.50
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$98+tax: 2 People @ 2 Nights		\$115.00	\$0.00
Meals & Incidentals (NDOT Per Diem Rate, full days): 2 People, 2 Full Days		\$59.00	\$0.00
Meals & Incidentals (NDOT Per Diem Rate, first & last day): 2 People; 1 First		\$44.25	\$0.00
Meals & Incidentals (NDOT Per Diem Rate, Lunch)	50	\$15.00	\$750.00
			\$0.00
Subtotal			\$750.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Wood Lath for Staking	1000	\$2.00	\$2,000.00
GPS Equipment Daily Unit Rate	25	\$150.00	\$3,750.00
			\$0.00
Subtotal			\$5,750.00
TOTAL DIRECT EXPENSES			\$8,610.50

Notes & Assumptions

Supplement 2

0

Project Name: Project Access York

Project Number: DPS-93(15)

Consultant: Olsson

Control Number: 43010

Date: August 29, 2024

Notes & Assumptions

Consultant's Estimate of Hours

Project Cost & Breakdown

Supplement 2

Project Name:

Project Access York

Consultant:

Olsson

Consultant PM:

Patrick Lusk, 402-458-5004, plusk@olsson.com

NDOT PC:

Paul Kieper, paul.kieper@nebraska.gov

Date:

August 29, 2024

Project Number:

DPS-93(15)

Control Number:

43010

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	4	\$81.73	\$326.92
Project Manager	386	\$53.85	\$20,786.10
Sr. Engineer	422	\$63.09	\$26,623.98
Engineer	662	\$39.23	\$25,970.26
Sr. Designer/Technician	60	\$60.41	\$3,624.60
Technician	1490	\$37.16	\$55,368.40
Registered Land Surveyor	220	\$49.04	\$10,788.80
Survey Party Chief	130	\$36.50	\$4,745.00
Surveyor I	130	\$22.00	\$2,860.00
Administrative	8	\$41.59	\$332.72
3512		Subtotal	\$151,426.78

DIRECT EXPENSES	Amount
Subconsultants:	\$0.00
Printing And Reproduction:	\$0.00
Mileage/Travel:	\$2,110.50
Lodging/Meals:	\$750.00
Other Miscellaneous Costs:	\$5,750.00
Subtotal	\$8,610.50

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$151,426.78
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 3.0 years @ 3.0% / year = 3.05%	\$4,618.52
Overhead @ 185.69%	\$289,760.51
Facility Capital Cost of Money (FCCM) @ 1.000% (labor costs x FCCM%)	\$1,560.45
Direct Expenses	\$8,610.50
Fee for Profit Rate @ 12.00%	\$53,496.70
TOTAL COST	\$509,473.46

RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 2 – BK2301

CITY OF YORK

Resolution No. _____

Whereas: City of York and Olsson, Inc. have previously executed a Preliminary Engineering Services Agreement (BK2301) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

Whereas: City of York understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of York and Olsson, Inc. wish to enter into a preliminary engineering services supplemental agreement, setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of York, Nebraska that:

Barry Redfern, Mayor of City of York, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between the City of York and Olsson, Inc.

NDOT Project Number: DPS-93(15)

NDOT Control Number: 43010

NDOT Project Description: Project Access York

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

The City Council of York, Nebraska:

_____	_____
_____	_____
_____	_____

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

Attest:

Signature City Clerk

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA**

RESOLUTION 2024-27

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 \$937,804 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 FAIRFIELD INN REDEVELOPMENT PROJECT AREA, SPECIFICALLY INCLUDING, PREPARATION, DEMOLITION, UTILITY EXTENSION AND PARKING, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE NOTE OR OTHER OBLIGATION; PLEDGING CERTAIN TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF THE NOTE OR OTHER OBLIGATION TO SUCH TAX REVENUES; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EXERCISE HIS OR HER INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF THE NOTE OR OTHER OBLIGATION NOT SPECIFIED HEREIN; APPROVING A REDEVELOPMENT CONTRACT AND REDEVELOPMENT PLAN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

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

ARTICLE I

FINDINGS AND DETERMINATIONS

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

(a) The City of York, Nebraska (the "**City**"), pursuant to the Plan Resolution (hereinafter defined), approved the City of York Fairfield Inn 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 \$937,804 (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 Fairfield Inn Redevelopment Project Tax Increment Development Revenue Note Series 2024 of the Agency, in an aggregate principal amount not to exceed \$937,804, 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 Fairfield Inn Redevelopment Project, dated the date of its execution, between the Agency, and Anarba, 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 “Fairfield Inn 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 \$937,804. The Note shall be designated as “Community Development Agency of York, Nebraska, Fairfield Inn Redevelopment Project Tax Increment Development Revenue Note Series 2024,” shall have an appropriate series designation as determined by the Finance Director, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than the sixteenth December 31 after the Effective Date of Division of taxes, and shall bear interest at an annual rate of 8.0%. The Note shall be issued as a single Note as further described in **Section 3.2.**

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

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

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

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

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

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

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

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

(3) Such amounts shall be deemed proceeds of the Note and the Finance Director shall inform the Registrar in writing of the date and amount of such allocation. The Registrar shall keep and maintain a record of the amounts allocated to the note pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on the Note and its records maintained for the Note. The aggregate amount endorsed as the Principal amount Advanced on the Note shall not in the aggregate exceed \$937,804.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In all cases in which any Note shall be exchanged or a transfer of a Note shall be registered hereunder, the Agency shall execute, at the earliest practicable time, 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 "Fairfield Inn 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, 2041 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**

**FAIRFIELD INN REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2024**

No. R-1

Up to an aggregate amount of \$937,804
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

(16th December 31 from Effective Date)

8.0%

REGISTERED OWNER: Anarba, 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, 2024, by check or draft mailed to the Registered Owner hereof as shown on the note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable payment date occurs, at such Owner’s address as it appears on such note registration books. The principal of this Note is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

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

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$937,804.

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 Fairfield Inn Project which is more specifically described in the Resolution, and to carry out the Agency's corporate purposes and powers in connection therewith.

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

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

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

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

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

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

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

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

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

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

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

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(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA
FAIRFIELD INN, REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2024**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

ARTICLE X

**DEFEASANCE; MONEY HELD FOR PAYMENT OF
DEFEASED NOTE**

Section 10.1. Discharge of Liens and Pledges; Note No Longer Outstanding Hereunder. The obligations of the Agency under this Resolution, including any Resolutions, resolutions or other proceedings supplemental hereto, and the liens, pledges, charges, trusts, assignments, covenants and agreements of the Agency herein or therein made or provided for, shall be fully discharged and satisfied as to the Note or any portion thereof, and the Note or any portion thereof shall no longer be deemed to be outstanding hereunder and thereunder,

(a) when the any Note or portion thereof shall have been canceled, or shall have been surrendered for cancellation or is subject to cancellation, or shall have been purchased from money in any of the funds held under this Resolution, or

(b) if the Note or portion thereof is not canceled or surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of the Note or any portion

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

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

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

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

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

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

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

ARTICLE XI

AMENDING AND SUPPLEMENTING OF RESOLUTION

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

- (a) To make any changes or corrections in this Resolution as to which the Agency shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;
- (b) To add additional covenants and agreements of the Agency for the purpose of further securing payment of the Note;
- (c) To surrender any right, power or privilege reserved to or conferred upon the Agency by the terms of this Resolution;
- (d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution; and
- (e) To grant to or confer upon the Owner of the Note any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

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

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

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

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

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

ARTICLE XII

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED: September 19, 2024.

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA**

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary