

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, January 2, 2025
5:30 PM

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

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

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Notice of this meeting was published in the York News Times on December 26, 2024
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the December 19, 2024 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$3,106.62
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$1,857.57
 - 6.3. Claim for Stephen Postier of the York County Development Corporation in the amount of \$8,797.83
 - 6.4. Claim for Jerry Wilkinson of JWs Catering in the amount of \$1,500.00
7. Claims for the period of December 20, 2024 through January 2, 2025
8. City Administrator Report
9. Consider approval of a special designated license for Grand Central Fresh Foods for the Friends of the Kilgore Memorial Library fundraiser event, 520 N. Nebraska Avenue, on February 15, 2025

10. Consider approval of the Renewal Agreement of the Maintenance Agreement No. 25 between the City and Nebraska Department of Roads relating to highways to set out responsibilities of the State and City for 2025
11. Consider approval of the Professional Services Agreement between the City of York and The Retail Coach, LLC to assist in creating a Retail Recruitment & Development Strategy; amount not to exceed \$40,000
12. Mayor Appointment:
 - 12.1. Appointment of Eric Montgomery to the Planning Commission for a term ending January 1, 2028
13. Ordinance No. 2381 - to authorize the sale and conveyance of certain real estate to Countryside Estates LLC
 - 13.1. Suspend the rules for Ordinance No. 2381
 - 13.2. Passage of Ordinance No. 2381
14. Consider going into closed session to discuss strategy for potential real estate purchase and development
15. Adjournment

York
News-Times

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JOB POSTING

The **Village of Gresham** is taking applications for Maintenance Supervisor. This person would be responsible for maintenance of the water, sewer, streets, parks, buildings, and equipment. Duties would also include moving and snow removal. The successful applicant would need to be State certified in water and wastewater operations or willing to become certified. Must have a valid Nebraska driver's license, a high school diploma or the equivalent, pass a drug test, and be or become a resident of the Village of Gresham. Pay for this position is \$20.00-\$28.00 depending on experience. Experience a plus. Applications may be obtained at the Village Office, 310 Elm Street, 402-735-7385. EOE.

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

0099 LEGALS

NOTICE OF MEETING

Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, January 2, 2025 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk. Individuals requiring physical or sensory accommodations need to be made by 5:00 p.m. on the Friday prior to the meeting.

Amanda Ring, City Clerk
Dec. 26, 2024 ZNEZ

0970 Pickups, 4x2 or 4x4

2011 Chevrolet Avalanche LTZ 4x4 4dr Crew Cab Pickup 5.3l V8. Power windows and locks, side storage boxes, good tires

\$12,995

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

0970 Pickups, 4x2 or 4x4

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

\$23,995

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0970 Pickups, 4x2 or 4x4

2018 GMC Sierra 1500 SLT 4X4 4dr Crew Cab 5.8 ft SB, AMM radio with SXM, Bluetooth, Onstar, power windows locks and rear sliding rear window, 4x4, heated seats and steering wheel. Linex spray in bed liner, 60% 1/2 leather bench seat up front, 20" rubber and wheels, 6.2L V8, Chrome Bug shield, Tonneau Cover

\$39,999

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

0980 Sport Utility Vehicles

2004 Chevrolet Tracker 4WD 4dr SUV, great shape and condition, just repainted, 156k miles

\$8,495

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

0991 Minivans, Buses, Vans

2011 Dodge Grand Caravan Handicap Equipped Lowered floor Power Ramp Power sliding doors Removable passenger seat 4 Retractable tie downs 39,400 Miles \$24,900 or Trade McCook 308-340-2774

\$27,995

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

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\$5,995

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2012 Nissan Altima 2.5 S 4dr Sedan, 32 MPG, good tires, power windows and locks. AMM CD Player. Tilt, Cruise.

\$7,995

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

1976 Cadillac Eldorado Convertible Mint condition. New convertible top, tires are in great shape. It has air, heat, CD/player, leather interior and only 66k

\$27,995

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

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REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
December 19, 2024
5:30 PM

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

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

Mayor: Barry Redfern: Present. Councilmembers: Jeff McGregor: Present, Tony North: Present, Vicki Northrop: Absent, Jeff Pieper: Present, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, Police Chief Ed Tjaden, Public Works Director James Paul, Planning Director Dan Aude, Parks and Rec Director Cheree Folts, Treasure Pellie Thomas, Human Resource Director Denise Pfeifer, Convention Center Director Terri Carlson, Library Director Deb Robertson and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on December 12, 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.

Reorganization of the Council

Motion to appoint Jeff Pieper as President of the York City Council. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Motion to appoint Scott Van Esch as the Vice President for the York City Council. Ayes with a motion by Tony North and a second by Jeff Pieper. Vicki Northrop: Absent, Stephen Postier: Nay, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Council Committee Appointments

Motion to appoint the following Council committees: Asset Management Committee including the following council members of Tony North, Jeff Pieper, Jerry Wilkinson and Jennifer Sheppard; Finance Committee with the following council members of Jeff McGregor, Vicki Northrop, Stephen Postier and Jerry Wilkinson; Ordinance and Judiciary Committee including Tony North, Jeff Pieper, Jennifer Sheppard and Scott Van Esch; Insurance and Benefit Committee with Jeff McGregor, Vicki Northrop, Stephen Postier and Scott Van Esch; the Community Infrastructure and Education Committee (LB357) including Tony North, Stephen Postier, Jennifer Sheppard and Scott Van Esch; and the York County Communications Board including council member Jeff McGregor. Ayes with a motion by Jeff Pieper and a second by Stephen Postier. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Appointment of Department Heads

Motion to appoint the department heads for the City of York as follows: Dr. Sue Crawford as City Administrator, Charles Campbell as City Attorney, James Paul as Public Works Director, Edward Tjaden as Police Chief, Tony Bestwick as Fire Chief, Denise Pfeifer as Human Resources Director, Deb Robertson as Library Director, Cheree Folts as Director of Parks and Recreation, Terri Carlson as Convention Center Director, Pellie Thomas as City Treasurer, Amanda Ring as City Clerk and Joseph Erwin, MD as City Physician. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Appointment of Board of Health

Motion to approve the appointment of Board of Health consisting of the Mayor, Police Chief, City Administrator, City Physician and Council President for a four-year term. Ayes with a motion by Stephen Postier and a second by Jerry Wilkinson. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Minutes

Motion to approve the minutes of the December 5, 2024 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$1,776.36. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea.

Claims

Motion to approve the claims for December 6, 2024 through December 19, 2024. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Department Activities for November 2024

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

Preliminary Cash Balances for September 2024

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

City Administrator Report

Dr. Crawford thanked the Council for her reappointment and the reappointment of all the department heads, stating that it's a great team to work with. She reported to Council on the projects that were completed with ARPA funding. The first half was received in July 2021 and the second half was received in August 2022. The total dollars received were \$1,388,645.86. This strategy for this money was used for one-time purchases with a focus on digital literacy, public safety and water projects. Some projects completed with this funding were floodplain mapping update, replacing an ambulance, replacement of the library roof, a digital literacy program, the reception window at the Holthus Convention Center, a tornado siren and lead-line replacement for water lines. The lead-line replacement project replaced both the city-owned and privately owned water lines in each house in the city. Fifty-four percent of the ARPA dollars were used for the lead-line project and 143 lines were replaced. Dr. Crawford thanked Brandon Osentowski for his contributions to this project. ARPA funds needed to be obligated by December 30, 2024, and all funds have been obligated.

EPA Update 5th Street and N. Platte Ave

Brad Johnson, Lenexa, KS, spoke on behalf of the EPA project located on 5th Street and N. Platte Avenue. He stated that the project has been successful at removing 125 pounds of PCE from the ground. That's equivalent to nine pure gallons of solvent that has been removed from the soil which prevents it from leeching into the groundwater. He stated that ground levels of 12 feet and deeper have been completed, and they are now focusing on the upper portions from 10–12 feet deep to ground level. There will be a soil sample done in the first week of February and if it returns with favorable results, restoration will start immediately. They will decommission the wells and fill in any holes, so the street is drivable. Dependent on temperature, the street will be recovered properly then or at a later date. Equipment will then be moved to 7th Street and N. Platte Avenue to start this process on that lot. Mr. Johnson stated he has been in continued contact with the business owners around so they are informed.

City Auditorium Sound System

Cheree Folts shared there was \$55,000 budgeted for this project. It was put out to bid and only one bid was received. She completed background checks for this company with other municipalities. This new system will allow multiple ways to control the volume throughout the auditorium, making it more feasible for big events such as dance productions, CRC basketball and graduation each year.

Motion to approve the bid from Kansas City Audio Visual for the City Auditorium Sound System and Speakers in the amount of \$54,979.00. Ayes with a motion by Jeff Pieper and a second by Tony North. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Replat Lot 9, Nienhueser 1st Addition

The Mayor announced this is the time and place for a public hearing on the Replat of Lot 9, Nienhueser 1st Addition, City of York, York County, Nebraska. Dan Aude, Planning Director, stated that this plat met all the city's guidelines, and it was recommended by the planning commission. This request to divide the lot is due to the construction of a duplex and dividing the parcel, so each duplex has its own legal description. The division line is along the common wall of the duplex.

Motion to approve the preliminary and final plat for the Replat of Lot 9, Nienhueser 1st Addition, City of York, York County, Nebraska. Ayes with a motion by Jerry Wilkinson and a second by Jeff McGregor. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Mayor Appointments

Motion to approve the reappointment of Bre Egr and Cindi Nickel to the Planning Commission for a term ending January 1, 2028. Ayes with a motion by Stephen Postier and a second by Tony North. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Resolution 2024-36 - to declare certain city property surplus

RESOLUTION 2024-36
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 #
N/A	1970s	Weight Room Weight Equipment (exception of squat press & 1 smith machine to be transferred to YFD)	Community Center	\$1500	N/A
		Weight Room Treadmill (2)	Community Center	\$200	N/A
		Sod Cutter	Ballpark Complex	\$20	
		Grills (3)	Ballpark Complex	\$10/each	
		Motorized Edger	Ballpark Complex	\$50	
		Golf Cart	Soccer Complex	\$100	
		Cascade system with cylinders **	Fire Dept	\$500	

****This was never on any of the YFD trucks. YFD would like to donate this equipment to the Bradshaw Volunteer Fire Department. They are building a cascade trailer to benefit all York County Mutual Aid Fire District.**

Motion to approve Resolution 2024-36, to declare certain city property surplus and authorize the disposition of surplus property. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Vicki Northrop: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff McGregor: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:00 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
=====							
01-00001	CITY OF YORK - WATER DEPT	1	13,850.39	N			
01-00010	GALE	1	131.20	N			
01-00110	MATHESON TRI-GAS	1	99.98	N			
01-00120	JACKSON SERVICES INC	7	428.06	N			
01-00200	NEBRASKA MACHINERY CO	2	2,753.92	N			
01-00210	EAKES OFFICE PLUS	1	40.49	N			
01-00290	NORTH PRINTING & OFFICE S	8	3,106.62	N			
01-00340	BOUND TREE MEDICAL LLC	3	694.89	N			
01-00360	CITY OF YORK	1	25,000.00	N			
01-00540	GLOBAL TECH, INC.	4	1,711.74	N			
01-00570	SUMMIT FIRE PROTECTION	1	175.00	N			
01-00600	LICHTI'S INC.	1	899.95	N			
01-00630	MUNICIPAL SUPPLY OF NE	1	265.85	N			
01-00701	OLSSON ASSOCIATES	1	812.50	N			
01-00710	OVERLAND SAND & GRAVEL	1	109.01	N			
01-00750	PIEPERS INC	11	1,857.57	N			
01-00780	PRESTO X COMPANY	1	65.78	N			
01-00800	BURST, LLC	9	233.64	N			
01-00911	CORNERSTONE INS GROUP	1	50.00	N			
01-01090	BAKER & TAYLOR, INC	2	891.03	N			
01-01290	GRAND CENTRAL FOODS, INC.	2	299.50	N			
01-01310	PIEPER PLBG/WELLD RILLING	1	750.00	N			
01-01330	JLC, INCORPORATED	1	40.00	N			
01-01350	PROTEX CENTRAL INC.	1	135.00	N			
01-01390	AFLAC	3	711.94	N			
01-01460	PERENNIAL POWER	1	11,419.95	N			
01-01470	SERVI-TECH LABORATORIES	2	350.00	N			

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L		G/L NAME	G/L AMOUNT
				1099	ACCT NO#		
01-01510	HACH CO.	1	535.50	N			
01-01670	FRATERNAL ORDER OF POLICE	2	810.00	N			
01-01690	UNITED FUND	2	40.00	N			
01-01750	NEBRASKA PUBLIC HEALTH EN	1	2,159.00	N			
01-02010	YORK EQUIPMENT, INC.	1	679.65	N			
01-02230	MCCORMICK HEATING & AC	3	1,212.85	N			
01-02560	CITYSERVICEVALCON LLC	1	31,177.46	N			
01-02590	ADOPT A PET	1	3,333.34	N			
01-03240	YORK COUNTY DEVELOPMENT C	1	8,797.83	N			
01-03260	HOMETOWN LEASING	3	247.07	N			
01-03590	PENNER'S TIRE & AUTO	1	524.00	N			
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00	N			
01-04050	GALLS INCORPORATED	6	1,105.86	N			
01-05310	SAPP BROTHERS PETROLEUM,	1	2,704.07	N			
01-06290	JOHNSEN CORROSIONENGINEE	1	2,830.00	N			
01-06370	HEIMAN FIRE EQUIPMENT, IN	1	410.00	N			
01-08070	POLICE CHIEFS ASSN OF NEB	1	200.00	N			
01-10070	RAILROAD MANAGEMENTCOMPA	1	417.05	N			
01-10840	TOTAL ADMINISTRATIVESERV	1	308.52	N			
01-11190	MEAD LUMBER & RENTAL	3	145.99	N			
01-13140	NEBRASKA EQUIPMENT INC	1	1,324.86	N			
01-14460	HIEBNER BODY SHOP	2	305.55	N			
01-14850	CHEREE FOLTS	2	151.12	N			
01-15880	CHARLIE'S U-SAVE RX	1	63.71	N			
01-16010	CHEMSEARCH	1	284.45	N			
01-16050	DAWSON ELECTRIC INC	1	814.55	N			
01-16450	GERALD WILKINSON	1	1,500.00	Y			

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L		G/L NAME	G/L AMOUNT
				1099	ACCT NO#		
01-18120	TERRI CARLSON	1	28.93	N			
01-18410	REGIONAL CARE INC	1	37,736.72	N			
01-19450	GERHOLD CONCRETE CO INC	2	2,781.28	N			
01-19600	AMERITAS	10	1,244.10	N			
01-20850	DEARBORN LIFE INSURANCE C	1	1,897.68	N			
01-21570	CHESTERMAN CO	1	307.72	N			
01-22100	SLACK AUTO SUPPLY LLC	1	13.79	N			
01-22370	SPARQDATA	1	4,100.00	N			
01-22670	NATIONWIDE INS	1	198.00	N			
01-24120	FIRESPRING	1	160.00	N			
01-25520	GREAT PLAINS UNIFORMS LLC	1	174.50	N			
01-26570	HYDRO SCAPE	1	150.00	Y			
01-27210	MIDWEST AUTO PARTS INC.	3	64.92	N			
01-27340	APEX ELECTRIC	1	200.00	N			
01-27410	SAYLER SCREENPRINTING	2	294.00	N			
01-27690	CRYSTAL COX	1	110.00	Y			
01-28200	BRANDON MOUNT	1	134.31	N			
01-28540	AMAZON BUSINESS	3	151.00	N			
01-28570	ERIC ECKERT	1	300.00	N			
01-29760	TAYLOR KELLER	1	129.00	N			
01-29830	STEPHANIE SCHROEDER	1	101.50	N			
01-29980	BOMGAARS	1	908.51	N			
01-30150	CARRIE REMMERS	1	130.00	N			
01-30160	MCLEAN BEEF INC	1	200.00	N			
01-30890	PATRICK A HOTOVY	1	3,000.00	Y			
01-31160	RAPID FIRE PROTECTION INC	1	250.00	N			
01-31490	VESTIS	1	108.00	N			

12-31-2024 11:41 AM

A C C O U N T S P A Y A B L E

PAGE: 4

VENDOR SET: 01 CITYOF YORK

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
=====						
01-31510	HD SUPPLY	3	810.09	N		
01-32370	INFORMATIC HOLDINGS INC	1	104.75	N		
01-32380	KARA PEEK	1	71.29	N		
01-32390	2ND WIND EXERCISE EQUIPME	1	54,847.39	N		

*** REPORT TOTALS ***		159	242,173.92			
		Payroll	214,296.43			
		Total	456,470.35			

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	: 12/22/2024 THRU 12/31/2024	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

Grand Central Fresh Foods
311 N Lincoln Ave, PO BOX 606
York, NE 68467
12/27/2024

City Board of York
York, NE 68467

Dear Members of the City Board,

I am writing on behalf of Grand Central Fresh Foods to request approval for a Special Designated License (SDL) for a fundraiser benefiting the Friends of Kilgore Memorial Library. The event is scheduled for Saturday, February 15, 2025, and will be held at Kilgore Memorial Library, located at 520 Nebraska Avenue, York, NE 68467.

The fundraiser will run from 5:30 PM to 8:00 PM. We respectfully request an SDL to cover the time frame of 4:30 PM to 9:00 PM to allow for proper setup and tear-down before and after the event.

This event aims to support the library's initiatives and foster community engagement. I have included a copy of the assessor's report for the property details and a flyer outlining the details of the event.

We appreciate your consideration of this request and are happy to provide any additional information or documentation you may need. Thank you for your time and support in making this fundraiser a success for the Kilgore Memorial Library and the community it serves.

Sincerely,

Grand Central Fresh Foods

311 N Lincoln Ave

402.362.5526

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046

PHONE: (402) 471-2571

FAX: (402) 471-2814

EMAIL: lcc.sdl.licensing@nebraska.gov

WEBSITE: www.lcc.nebraska.gov

125607

Grand Central Fresh Foods

License #

Licensee Name/Non-Profit Organization

Event location name:

KILGORE MEMORIAL LIBRARY

Event address/location:

520 NEBRASKA AVE, YORK, NE 68467

Event Type:

LIBRARY FUNDRAISER

Event date(s):

02/15/25

Event start time(s):

4:30PM

Event end time(s):

9:00PM

Indoor area to be licensed in length & width:

120

X

240

Outdoor area to be licensed in length & width:

X

(Must submit a diagram)

Estimated number of attendees:

200

Alternate dates/times:

Alternate location name/location:

Type of alcohol to be served:

Beer ☒

Wine ☒

Distilled Spirits ☒

Event contact name:

Rick Carlson or Courtney Salmon

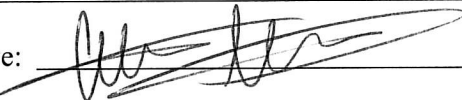
Event contact phone number:

(402) 362-5526

Event contact Email:

grandcentrallyork@gmail.com

*Signature Authorized Representative:



Local Governing Body completes below:

The local governing body for the City of _____

OR

County of _____

approves the issuance of a Special Designated License as requested above.

Local Governing Body Authorized Signature

Date

520 N NEBRASKA AVE, YORK
Mail To: PO BOX 276
YORK, NE 68467-0000

Deed: YORK/CITY OF
Contract:
CID#: 3453-00-0-10010-057-0001
DBA:
MLS: 9000

Map Area: 1001-Exempt
Route: 000-000-000
Tax Dist: YORK C
Plat Page:
Subdiv: 10010-ORIGINAL TOWN

Checks/Tags:
Lister/Date:
Review/Date:
Entry Status:

Legal: LOTS 1-4 AND LOTS 7-10 INC VAC ALLEY ADJ BLK 57 OT CITY OF YORK

Dist TIF Fund: NONE
School Base: 93-0012
Affiliated Code: [EMPTY]
Neighborhood:
Greenbelt Acres:
Greenbelt Loss:
Status: 01 - Improved
Use: 11 - Exempt
Zoning: 01 - Single Family
Location: 01 - Urban
City Size: 04 - 5,001 - 12,000
Lot Size: 02 - 10,001 sf - 20,000 sf

Land Basis				Street				Utilities				Zoning				Land Use			
SqFt X Rate	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres												
Subtotal						15,320.00	0.350												
Grand Total						15,320.00	0.350												
Sales				Building Permits				Values				Land Use				Values			
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	Type										
				3/17/2022	98236	C	\$79,800	Roof	Land										
									Dwlg										
									Impr										
									Exempt										
									Total										

Event Location

Saturday February 15 5:30–8 pm

Friends of Kilgore
Memorial Library

*Invite you to
Sip ~ Savor ~ Support*

York
UN  CORKED

520 Nebraska Ave

York, NE

\$25

per person - includes wine and liquor
tasting plus delicious appetizers.

\$30 at the door. Additional donations
will also be accepted.

*Share the evening with your sweetheart tasting fine
wine, liquors, chocolates treats and introducing
amazing appetizers for all you bacon lovers!*



Serving the York community for over 75 years

will present a delicious wine
collection as well as fine liquors
for tasting.

Advance tickets available at Grand
Central, Kilgore Memorial Library,
and York Chamber of Commerce.

Must be 21 to attend.





AGREEMENT RENEWAL

Maintenance Agreement No. 25 / QE2116
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of YORK
Municipal Extensions in YORK

We hereby agree that Maintenance Agreement No. 25 / QE2116 described above be renewed for the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____ , _____ .

ATTEST: City of _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____ , _____ .

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: York

Date: 1/1/25

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 9.16 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

9.16 lane miles x \$2,030.00 per lane mile = \$18,594.80.

☒ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,430.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

10.30 lane miles x \$1,430.00 per lane mile = \$14,729.00

☒ Other (*Explain*)

\$18,594.80 - \$14,729.00 = \$3,865.80 due the City

**ATTACHMENT C
CITY OF YORK--2024**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

Description	HWY NO.	Reference Post		Length in Miles	Total Driving Lanes	Total Lane Miles	Responsibility	
		From	To				State	City
South City limits to S. 21 st St.	81	57.64	59.93	2.29	4	9.16	*9.16**	
West City limits to leave City limits	34	271.31	271.75	0.44	2	0.88	0.88**	
Re-enter City limits to leave City limits	34	271.93	271.96	0.03	2	0.06	0.06**	
Re-enter City limits to east City limits	34	273.38	273.48	0.10	2	0.20	0.20**	
TOTALS:				2.86		10.30	10.30	

***State will pay City for surface maintenance 9.16 lane miles.**

****City will pay State for snow plowing 10.30 lane miles.**

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is made by and between the City of York ("Client") and The Retail Coach, LLC, a limited liability company ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist Client in creating a Retail Recruitment & Development Strategy (the "Project"); and

WHEREAS, the Professional desires to render professional services for Client on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on execution of this agreement ("Effective Date") and continue for twelve months, unless sooner terminated.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to Client all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the Client in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the agreement in accordance with the Scope of Services outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of forty thousand dollars (\$40,000).

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein. CONSULTANT shall not have or claim any right arising from employee status.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Professional to which the Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Nebraska shall govern this Agreement.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client The Professional—and not Client shall solely control the means, methods, sequences, procedures, or techniques utilized by the Professional to perform work or services under this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Client:

Attn: Sue Crawford
City of York
100 E. 4th St.
York, NE 68476

If intended for Professional:

Attn: Aaron Farmer
President
PO Box 7272
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and

Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions:
 - (1) name Client its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Client for cancellation of the insurance; (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client

6.10 Indemnification. Client SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST Client ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "Client") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF Client OR BREACH OF CLIENTS'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS Client FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES, RELATED EXPENSES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION OR OTHER WRONGFUL ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE Client IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY Client ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR

REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT.
THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 20____

City Of York

By: _____

Name: _____

Title: _____

EXECUTED this 18th day of December, 20____

The Retail Coach, LLC

By:  _____

Name Aaron Farmer

Title: President

EXHIBIT “A”
Scope of Services



SCOPE OF SERVICES:

THE CITY OF YORK, NEBRASKA

RETAIL - RESTAURANT ANALYSIS &
RECRUITMENT SERVICES

SCOPE OF WORK RETAIL-RESTAURANT ANALYSIS & RECRUITMENT



Retail Market Analysis - Research

Custom Retail Trade Area Analysis & Mobile Location Data

Mobile Location Data has become a powerful tool for retail, restaurant, and entertainment concept site selection processes. We will utilize data to confirm the primary retail trade area, but also to evaluate specific location consumer draw and performance. This can also be helpful for existing businesses to know how they stack up against their competition and to visualize cannibalization.

Drive Time & Radial Demographic Profiles

Our demographic profiles encompass population and projected growth, ethnicity, average and median household incomes, median age, households and household growth, and educational attainment. We will develop detailed Demographic Profiles based on 2020 Census data, as well as projections for 2024 and 2029, specifically tailored to drive-time and radial trade areas surrounding York.

Demographic Analysis

Our demographic profiles include population and projected population growth, ethnicity, average and median household incomes, median age, households and household growth, and educational attainment. We will create comprehensive 2020 Census, 2024, and 2029 Demographic Profiles for the Retail Trade Area and York community.

Retail GAP & Demand Analyses

One way to quantify retail opportunity is through a Retail Demand Analysis, which provides a summary of the primary projected retail demand growth — or opportunities — for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community. The Retail Coach will also compare the demand to current sales projects to generate a GAP or retail leakage report. This will help identify which sectors are strengths or currently under served by the existing retail market.

Peer Market Analysis

A community must gain insight into the dynamics of similar markets to refine its approach to retail development. The Retail Coach will conduct a peer community analysis, examining comparable towns and cities to uncover shared strengths and unique differentiators. This study will focus on identifying economic and market patterns that drive retail success in peer communities, providing York with data-driven strategies to enhance its retail recruitment and development efforts.

Competing Community Analysis

A community must have a clear understanding of the competitive nature of retail recruitment in its region. The Retail Coach will look at competing communities to identify a competitive advantage via economic and market forces that have a direct impact on retail recruitment and development in York.



Retail Market Analysis - Research

Psychographic Analysis

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and local retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for businesses. The Retail Coach will develop an ESRI Tapestry Segmentation Profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.

Retail Market Guide

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community's attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

We will develop a Retail Market Guide tailored to the specific needs of targeted retailers' essential site selection and location criteria for York.

The guide serves as a community introduction, and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate Logo and Contact Information

Retailer Competitor Mapping/Analysis

Our team will deliver a comprehensive view of the competitive landscape, leveraging a structured approach to analyze and visualize competitors based on the market analysis. By integrating our many sources, we will provide a nuanced perspective on key competitors across essential metrics. Our approach offers clarity on competitor strengths, weaknesses, and market positioning, pinpointing both immediate threats and potential opportunities for differentiation.

Future Retail Space Analysis

The Retail Coach will conduct a Future Retail Space Analysis to determine and assess future development/redevelopment areas and corridors throughout York submarkets.



Retail Market Analysis - Research

Identifying Potential Retailers

The Retail Coach will target a minimum of 30 national and regional retail brands that are a good “fit” for the community. This means that the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers’ ideal location criteria.

The Retail Coach will develop and review a master list of potential retailers with York Staff and work together to prepare a final target list of retailers for recruitment. This list will include retailers from our analysis as well as new retail/restaurant concepts or regional retailers and restaurants that may be a good fit for the community.

Retail Industry Trends - Monthly Update Calls

To keep clear and open lines of communication, The Retail Coach will set monthly Zoom meetings with City staff to discuss industry trends, updates, retailer feedback, and strategy. Additionally, our team is always available on demand to brainstorm, connect with personnel, or otherwise be a resource to City staff.

Custom On-Demand Reporting & Support

Data Access

The Retail Coach implements a number of data sources and providers into our recruitment strategy. As such, our clients can gain unlimited access to GIS and data reports from the following: Claritas; ESRI ArcGIS & Business Analyst; AGS & Inrex via SitesUSA; Retail Lease Trac; CoStar/LoopNet; Seamless; Unacast; BLS; Census Bureau; and State DOTs.

Custom Reporting

Custom reporting is available upon request. EX: Demographic profiles, site profiles, feasibility studies, and online landing pages.

Targeted Retail Studies

Having effective marketing materials is essential. The Retail Coach will prepare targeted retail studies and deliverables that properly illustrate the potential in York that staff can use to assist ongoing recruitment efforts.

Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community’s opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed online anytime through a branded Retail:360® link.

We will create a Retail:360® Retail Dashboard for York, which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community’s retail potential like never before.



Boots On The Ground Analysis

Site Identification

Retailers are interested not only in the market data on your community, but also in evaluating all available property vacancies and sites that fit their location preferences. Successful retail recruitment begins to happen with the introduction of available sites. We will identify priority retail vacancies and development/redevelopment sites to market, as well as evaluate their highest and best use.

Retail Site Profiles

A critical step in attracting retail is providing accurate and current information on each identified vacancy and site. The Retail Coach will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial Photography
- Site Plan
- Demographic Profile
- Property Size & Dimensions
- Traffic Counts
- Appropriate Contact Information

Highest & Best Use Analysis

The Retail Coach will conduct a highest and use analysis for each retail corridor in York. The Retail Coach will identify specific sites not serving their highest and best use and make recommendations for improved uses.

Identifying Target Retail Categories

The Retail Coach will analyze market research to find verticals that are a good “fit” for the community. This means that the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers’ ideal location criteria.

Submarket Analysis

Every community has multiple retail shopping centers. Having a strong understanding of your community’s shopping centers and what drives retail in each retail corridor is vital to overall retail recruitment success. We will provide a Shopping Center Analysis highlighting key areas of focus for retail growth, development, or redevelopment and analyze existing retail, cannibalization effects of new businesses, and retail corridor viability in relation to York as a whole.



Boots On The Ground Analysis

Visible Presence

Being a part of your team means being seen. The Retail Coach will make at least one trip to York during the first 12 month engagement to meet with city staff, prospective retail site selectors, developers, local property owners, and to host workshops for stakeholders. The Retail Coach will make an additional visit each year.

Identifying and Outreach to Potential Developers, Landowners, & Brokers

Local buy-in is a must have for communities looking to build a comprehensive recruitment program. The Retail Coach will meet with local property owners, franchisees, brokers, and other stakeholders to assist with their ongoing projects or goals and to make direct introductions with targeted brand representatives. Our team will also meet with small businesses to share market findings and implications.

Much of our recruitment success comes from establishing a network of regional and national retail developers, landowners, and brokers over the past 25 years. Networking and recruitment have become key components in a community's retail recruitment and development/redevelopment success.

The Retail Coach will identify developers and brokers active in York and the region. We will also work closely with local York property owners to aid in developing and or selling their properties.



Retail Recruitment

Retail Recruitment

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty five years and 850 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

We will actively recruit retailers on York's behalf. Our retailer recruitment process includes:

1. Introductory emails and retail market profile are sent to each targeted retailer
2. Personal phone calls are placed to measure interest level
3. Personal emails and retailer feasibility packages are sent to each targeted retailer
4. Personal emails and retail site profiles for prime vacancies are sent to targeted retailers
5. Personal emails are sent to inform targeted retailers of significant market changes
6. Personal emails are sent to decision makers once per quarter to continue seeking responses regarding their interest level in the community
7. A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities

Retail Recruitment Status Summary

To ensure transparency, The Retail Coach will provide a Live Retail Tracking form for City staff to access 24/7 to report the status of ongoing recruitment discussions, points of contact (along with contact information), deliverables, and overall project progress.

Monthly Update Calls

To keep clear and open lines of communication, The Retail Coach will set monthly Zoom meetings with City staff to discuss updates, retailer feedback, and strategy. Additionally, our team is always available on demand to brainstorm, connect with personnel, or otherwise be a resource to City staff.

Commercial Real Estate Conference Representation

Recruitment is a relationships business, and retail conferences are essential to getting in front of and forging relationships with key site selectors and decision-makers. Having a prominent presence at ICSC and Retail LIVE events has been a staple for The Retail Coach for over 20 years. In our partnership with the City, we will assist in marketing York - and its vacancies and sites - to retailers, developers, and brokers at retail industry conferences. For any York Staff attending, TRC will assist with conference planning and setting appointments.

Key Events: ICSC Las Vegas, ICSC Central, Retail LIVE!

DETAILED PRICING

Deliverables/Services

Research/Implementation

Custom Retail Trade Area Analysis
Mobile Location Data
Drive Time & Radial Demographic Profiles
Demographic Analysis
Retail GAP & Demand Outlook
Peer Community Analysis
Competing Community Analysis
Psychographic Analysis
Retail Market Guide
Retailer Competitor Mapping/Analysis
Future Retail Space Analysis
Identification of Potential Retailers

Custom On-Demand Support
- Retail Recruitment Status Summary
- Custom Reporting
- Targeted Retail Studies
- Online Retail Dashboard
Submarket Analysis
Unlimited Access to TRC Staff

Boots On The Ground Analysis

Site Identification
Retail Site Profiles
Identifying Target Categories
Submarket Analysis

Identifying Potential Developer, Landowner, and Brokers
Visable Presence (1+ Visit)

Retail Recruitment

Retail Recruitment (Minimum of 30 Prospects)
Retail Recruitment
Retail Recruitment Tracking Form
Monthly Update Calls

Commercial Real Estate Conference Representation

Cost Breakdown

Year 1

\$35,000

Plus up to \$5,000 in
reimbursable expenses.

Not to Exceed Price:
\$40,000

Year 2

\$30,000

Plus up to \$5,000 in
reimbursable expenses.

Not to Exceed Price:
\$35,000

Year 3

\$30,000

Plus up to \$5,000 in
reimbursable expenses.

Not to Exceed Price:
\$35,000

Year 1 - Terms (3-Year Agreement) :

The total fee for completion of this work is **\$35,000** payable in four (3) installments:

- \$12,000 upon execution of contract;
- \$12,000 at 90 days following execution of contract;
- \$11,000 at 180 days following execution of contract;

Year 2 - Terms (3-Year Agreement) :

The total fee for completion of this work is **\$30,000** payable in four (3) installments:

- \$10,000 upon execution of contract;
- \$10,000 at 90 days following execution of contract;
- \$10,000 at 180 days following execution of contract;

Year 3 - Terms (3-Year Agreement) :

The total fee for completion of this work is **\$30,000** payable in four (3) installments:

- \$10,000 upon execution of contract;
- \$10,000 at 90 days following execution of contract;
- \$10,000 at 180 days following execution of contract;

Reimbursable Project Expenses:

It is estimated that reimbursable expenses will not exceed **\$5,000 annually**.

Reimbursable expenses include all travel costs; any costs associated with special renderings / maps; copies of reports, drawings, maps; and any shipping costs.

ORDINANCE NO. 2381

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AUTHORIZE THE SALE AND CONVEYANCE OF CERTAIN REAL ESTATE IN THE CITY OF YORK, NEBRASKA MORE PARTICULARLY DESCRIBED AS HEREIN SET FORTH, AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH CONVEYANCE AND THE TERMS THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Pursuant to Neb. Rev. Stat. §16-202 (Reissue 2022) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to Countryside Estates, LLC, a Nebraska Limited Liability Company, as set forth herein.

Section 2. The real estate to be conveyed is described as follows:

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

The real estate is to be used for the construction of a residential housing development.

Section 3. Such real estate shall be conveyed by the City of York to Countryside Estates, LLC, a Nebraska Limited Liability Company, in exchange for the payment of One Hundred One Thousand One Hundred Forty-Two and no/100 (\$101,142.00) plus fees and costs.

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed.

Section 6. This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

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

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

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