

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, September 2, 2021  
7:00 PM



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

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Pledge of Allegiance
3. Roll Call
4. Minutes of August 26, 2021 meeting
5. Claims of Elected Officials
  - 5.1. Claim of Tony North for North Printing & Office Supply in the amount of \$3,328.61
6. Claims for the period August 20,2021 through September 2, 2021
7. City Administrator Report
8. Consider approval of an application to name Kinsey Bosselman as manager of the Bosselman liquor licenses at the two York store and make a recommendation to the Liquor Control Commission
9. Approve Contract for Purchase of telephone system from Central States Telecom - Marty Walter
10. Issuance of Highway Allocation Fund Pledge Bonds in the principal amount of up to \$5,750,000 for the purpose of paying the costs of constructing certain streets and related improvements - Ordinance 2297
  - 10.1. Suspend the rules on Ordinance No. 2297
  - 10.2. Adoption of Ordinance No. 2297
11. Bond Road Project Design Presentation - Terry Brown

12. Public Hearing on an application for a Community Development Block Grant Program Grant in the amount of \$445,000 for a downtown revitalization project. The total project is \$545,000 - \$445,000 in CDBG funds and \$100,000 in matching local business owner funds
13. 2021-2022 Budget
  - 13.1. Approve 2021-2022 Budget
    - 13.1.1. Amend preliminary property tax rate as certified by York County Clerk - Resolution 2021-24
    - 13.1.2. Set property tax rate at 0.330 - Resolution No. 2021-25
    - 13.1.3. Adopt Budget Statement to be termed the Annual Appropriation Bill - Ordinance No. 2298
      - 13.1.3.1. Suspend the rules on Ordinance No. 2298
      - 13.1.3.2. Adopt Ordinance No. 2298
14. Amend Portions of Chapter 37 prescribing sewer rates - Ordinance .No. 2294
  - 14.1. Suspend the rules on Ordinance 2294
  - 14.2. Adopt Ordinance 2294
15. Approval of a contract with AMGL to perform the City's annual audit for the 2020-2021 fiscal year for an amount not to exceed \$32,200 - the fee for the Single Audit (if required) will not exceed \$3,400 and the fee for the audit of the Kilgore Memorial Library will not exceed \$1,050.
16. Special Designated Permit application filed by the York County Club for the Sip & Stroll event to be held October 7, 2021 for Impulse Studio
17. Set job classifications, pay grade and set maximum wage levels at step 7 of the Pay Range Schedule to become effective September 27, 2021 - Resolution No. 2021-26
18. Adopt Pay Range Schedule for 2021-2022 - Ordinance No. 2299
  - 18.1. Suspend the rules on Ordinance No. 2299
  - 18.2. Passage of Ordinance No. 2299

19. Approval of Agreement between the City and York Professional Firefighters Local 1648 for the period September 27, 2021 through September 30, 2022
20. Resolution No. 2021-27 to discontinue enforcement of Section C - Rehiring of Retired Employees: "Employees who have retired from active City employment shall not be eligible for rehire"
21. Adjournment

**REGULAR MEETING  
CITY COUNCIL, YORK, NEBRASKA  
AUGUST 26, 2021  
7:00 o'clock P.M.**

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 7:00 o'clock p.m. at the Council Chambers

The Mayor announced that the Open Meetings Act is posted on the east wall of the Council Chambers and the City Clerk has a copy at this meeting.

**ROLL CALL**

Present were: Mayor Redfern. Councilmembers: VanEsch, Sheppard, Wagner, North, Wilkinson, Hubbard, Pieper and Lones. Absent: None.

Notice of this meeting was given in advance thereof by publication in the York News Times on August 20, 2021, 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 the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

**MINUTES**

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the Minutes of the August 19, 2021 meeting be approved.

Roll Call Vote: Ayes: VanEsch, Sheppard, Wagner, North, Wilkinson, Hubbard Pieper and Lones. Nays: None. Motion Carried.

**PUBLIC HEARING ON 2021-22 BUDGET**

The Mayor announced that this is the time and place for a public hearing on the proposed 2021-22 budget. The City Administrator discussed the budget process and budget highlights stating that there will be no tax levy increase. She outlined the one-time investments as: Peyton Parker Lane Playground infrastructure – ambulance and life saving equipment – tot playground and splashpad – police truck – city hall ceiling and lights and street equipment. She touched on the capital highlights – complete community center renovation – major road project and Blackburn bridge and a new landfill cell. She also pointed out the 2020-21 revenues and expenditures.

Stephen Postier and Rosemary Miller addressed the Council.

The Mayor closed the public hearing. He announced that the budget would be adopted at the September 2, 2021 meeting.

**ADJOURNMENT**

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 7:25 o'clock p.m.

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C. Jean Thiele, City Clerk

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Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	29,462.19	N			
01-00010	GALE	4	163.44	N			
01-00110	MATHESON TRI-GAS	1	148.49	N			
01-00120	JACKSON SERVICES INC	10	558.64	N			
01-0019	DEREK J PALIK	1	87.53	N			
01-00200	NEBRASKA MACHINERY CO	3	1,121.43	N			
01-00210	EAKES OFFICE PLUS	2	9,596.56	N			
01-00290	NORTH PRINTING & OFFICE S	12	3,328.61	N			
01-00300	BLACK HILLS ENERGY	12	2,444.81	N			
01-00340	BOUND TREE MEDICAL LLC	2	707.04	N			
01-00360	CITY OF YORK	1	25,000.00	N			
01-00400	BEAVER BEARING COMPANY	1	38.11	N			
01-00540	GLOBAL TECH, INC.	1	2,659.48	N			
01-00560	J&R HEATING & A/C, INC.	1	206.33	N			
01-00640	NEBRASKA PUBLIC POWER DIS	2	13,636.60	N			
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N			
01-00710	OVERLAND SAND & GRAVEL	11	12,826.01	N			
01-00780	PRESTO X COMPANY	11	478.67	N			
01-00800	BURST, LLC	10	279.52	N			
01-00960	GRAINGER	2	51.53	N			
01-01090	BAKER & TAYLOR, INC	3	604.13	N			
01-01200	BARCO MUNICIPAL PRODUCTS	1	868.07	N			
01-01290	GRAND CENTRAL FOODS, INC.	7	234.36	N			
01-01390	AFLAC	4	1,019.30	N			
01-01460	PERENNIAL POWER	1	12,576.72	N			
01-01470	SERVI-TECH LABORATORIES	2	140.30	N			
01-01650	UNION BANK	2	74.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01670	FRATERNAL ORDER OF POLICE	2	550.00	N			
01-01750	NEBRASKA PUBLIC HEALTH EN	1	1,666.00	N			
01-02090	JM MONOGRAMS, INC.	1	478.40	N			
01-02200	JACK'S UNIFORMS & EQUIP	1	485.99	N			
01-02230	MCCORMICK HEATING & AC	2	519.90	N			
01-02250	MILLER SEED & SUPPLY CO	4	247.48	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	5	59.05	N			
01-02560	CITYSERVICEVALCON LLC	1	18,922.10	N			
01-02590	ADOPT A PET	1	2,500.00	N			
01-02650	O'REILLY AUTO PARTS	4	263.14	N			
01-03240	YORK COUNTY DEVELOPMENT C	1	6,666.66	N			
01-03260	HOMETOWN LEASING	3	307.02	N			
01-0357	BRETT SORENSEN	1	63.72	N			
01-03590	PENNER'S TIRE & AUTO	2	1,443.00	N			
01-03930	YORK CHAMBER OF COMMERCE	1	1,666.67	N			
01-04050	GALLS INCORPORATED	3	2,069.94	N			
01-04110	BNSF RAILWAY COMPANY	1	1,661.08	N			
01-0460	PAUL JAEKEL	1	39.88	N			
01-04790	AMERICAN WATER WORKS ASSO	1	328.00	N			
01-05210	NEBRASKA LIBRARY ASSOCIAT	1	100.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	5	26,617.26	N			
01-05380	NE STATE FIRE MARSHAL	1	144.00	N			
01-05400	YORK BOOT N REPAIR	1	120.00	Y			
01-05450	BAIRD, HOLM LLP	1	13,450.00	Y			
01-05600	YORK GENERAL HOSPITAL	1	1,157.80	N			
01-06410	CASH-WA DISTRIBUTING	2	633.17	N			
01-06490	CROSSROADS AWARDS	1	72.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-08000	NEVCO SCOREBOARD CO	1	3,260.00	N			
01-09090	WINDSTREAM	1	115.27	N			
01-09220	CENTRAL NEBRASKA REFRIGER	1	176.03	N			
01-0957	KELLY WOLFE	1	31.00	N			
01-09610	B & D DIAMOND PRO INC	2	22,485.00	N			
01-1	MISCELLANEOUS VENDOR	1	237.50	N			
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	1	263.52	N			
01-10860	HITZ TOWING	3	643.96	N			
01-10880	RASMUSSEN MECHANICAL SERV	1	1,446.89	N			
01-11010	VERIZON	1	1,045.35	N			
01-11020	CENTRAL COMM COLLEGE	1	761.00	N			
01-11220	PAUL DAVIS RESTORATION &	1	340.00	N			
01-13160	HERPOLSHEIMERS INC	1	124.00	N			
01-13960	DANKO EMERGENCY EQUIPMENT	1	825.00	N			
01-14410	LINCOLN WINWATER WORKS	2	1,034.67	N			
01-14470	FARMERS COOPERATIVE	1	19.00	N			
01-14740	BRIAN QUICK	1	180.79	N			
01-14850	CHEREE FOLTS	1	40.00	N			
01-14880	ALFRED BENESCH & CO	1	5,000.00	N			
01-15060	JONES AUTOMOTIVE INC	1	565.06	Y			
01-15560	TRUCK CENTER	1	64.74	N			
01-15880	CHARLIE'S U-SAVE RX	1	31.42	N			
01-15930	STERICYCLE INC	1	804.18	N			
01-16900	AQUA-CHEM INC	3	3,056.85	N			
01-17530	BFT LP dba PET WASTE ELIM	1	594.99	Y			
01-17610	AFTER HOURS GRAFIC	1	787.94	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-17620	PATHIAN LLC	5	35.68	N			
01-17960	WILLIAM LUNDY	1	19.50	N			
01-18410	REGIONAL CARE INC	1	31,841.11	N			
01-19280	PARAMOUNT LINEN & UNIFORM	4	315.41	N			
01-19590	COLONIAL LIFE	4	735.80	N			
01-19600	AMERITAS	3	424.10	N			
01-20170	AMAZON	23	1,752.15	N			
01-21320	CULLIGAN	1	15.00	N			
01-21570	CHESTERMAN CO	1	144.84	N			
01-21630	HD ARMS	1	1,915.20	N			
01-21770	JANSSEN FORD	1	264.93	N			
01-21880	HINZ REPAIR	1	98.60	N			
01-22050	HEAVY METAL SUPPLY CO	1	28.69	N			
01-22100	SLACK AUTO SUPPLY LLC	10	653.72	N			
01-22630	SUNSET LAW ENFORCEMENT	1	3,180.00	N			
01-22660	SPECTRUM ENTERPRISE	1	129.98	N			
01-22700	SPECTRUM BUSINESS	2	1,492.18	N			
01-23070	AMERICAN RED CROSS	1	40.00	N			
01-23350	YORK PUBLIC SCHOOLS	3	34,294.92	N			
01-23480	NE SOCIETY OF ASSOCIATION	1	120.00	N			
01-24120	FIRESPRING	1	140.00	N			
01-25080	DEARBORN NATIONAL-VOL FIR	1	334.40	N			
01-25100	NEBRASKA RURAL RADIO ASSO	1	925.00	Y			
01-25650	CARDMEMBER SERVICE	1	6,348.54	N			
01-25730	MUNSTER TINT & VINYL LLC	1	301.00	N			
01-26020	POMP'S TIRE SERVICE INC	1	1,866.12	N			
01-26790	ADVANCED FIRE & SAFETY	1	1,129.83	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-27010	ICON IMPROVEMENTS LLC	1	193,019.00		N		
01-27150	ROADBUILDERS MACHINERY &	1	103.13		N		
01-27210	MIDWEST AUTO PARTS INC.	5	371.29		N		
01-27220	MATTHEW FRANKEN	1	400.00		Y		
01-27340	APEX ELECTRIC	1	997.42		N		
01-27380	TELEFLEX	1	1,345.50		Y		
01-27400	WY-AD ENTERPRISES LLC	2	19,800.00		Y		
01-27490	SUE CRAWFORD	1	40.00		N		
01-27840	AXON ENTERPRISE INC	1	426.36		N		
01-27850	RANDY MAUER	1	14.50		N		
01-27860	YORK ATHLETIC BOOSTER CLU	1	400.00		N		
01-27870	EMK CONSTRUCTION INC	1	2,200.00		N		
01-27880	NE CITY FIRE RESCUE	1	50.00		N		

\*\*\* REPORT TOTALS \*\*\* 282 553,735.52

SELECTION CRITERIA

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

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TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 8/20/2021 THRU 9/02/2021	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

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

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**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Bosselman First Name: Kinsey MI: A  
 Home Address: 2529 W. Anna Street  
 City: Grand Island County: Hall Zip Code: 68803  
 Home Phone Number: 308-380-6984  
 Driver's License Number & State: [REDACTED]  
 Social Security Number: [REDACTED]  
 Date Of Birth: [REDACTED] Place Of Birth: Grand Island, NE  
 Email address: kinsey.bosselman@bosselman.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES  NO

**Spouse's information**

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Driver's License Number & State: \_\_\_\_\_  
 Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Grand Island, NE	2017	2021			
Lincoln, NE	2013	2017			
Grand Island, NE	1994	2013			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2017	2021	Bosselman Administrative Services	Randy Gurd	308-218-2399
2014	2017	Barry's Bar & Grill	Kevin Duffy	202-256-6681

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**  
 Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Kinsey Ann Bosselman	07/30/2011	Grand Island, NE	warning, traffic violation	
Kinsey Ann Bosselman	07/09/2012	Grand Island, NE	warning, traffic violation	
Kinsey Ann Bosselman	07/15/2014	Merrick County	Citation, speeding ticket	

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

IF YES, list the name of the premise(s):

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3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Kinsey Ann Bosselman	07-02-2020	State Alcohol, RB-0129062
Kinsey Ann Bosselman	07-14-2021	City Alcohol, LNK-0140423

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Kinsey Bosselman / <sup>manager</sup> in training	7/1/2020	Pump & Pantry #52, 3210 Old Potash Hwy, Grand Island, NE, 68803
Kinsey Bosselman / <sup>shift</sup> manager	6/1/2014	Barry's Bar & Grill, 235 N. 9th St., Lincoln, NE, 68508

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

Kinsey Ann Bossel  
Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

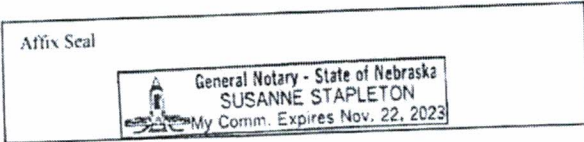
State of Nebraska  
County of Hall

The foregoing instrument was acknowledged before me this

August 12, 2021  
date

by Kinsey Bosselman  
NAME OF PERSON BEING ACKNOWLEDGED

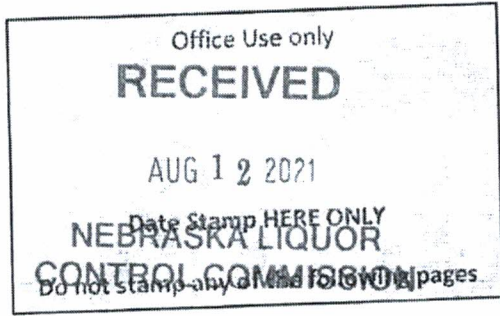
Susanne Stapleton  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol; It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp) Or a check made payable to **NSP** can be mailed directly to the following address:  
\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a **Liquor License**\*\*\*  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Bosselman Pump & Pantry Inc;  
 Name of Person Being Fingerprinted: Kinsey Ann Bosselman  
 Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]  
 Date fingerprints were taken: 7/22/2021  
 Location where fingerprints were taken: Grand Island: Troop C Headquarters  
 How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_  
 My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Kinsey Bosselman  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

# Kinsey Ann Bosselman

Political Party  
Republican

Precinct  
06 006

## Election Details

11/03/2020 2020 General Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

## Polling Location

### St. Leo's Church (Precinct 6)

9 2410 S Blaine Street Grand Island, NE 68801

Use Northwest Door to enter the voting area directly. A handicapped entrance is available on the north side in the center of the building.

**Parking Info**  
Handicapped and general use parking is immediately outside the double doors.



Keyboard shortcuts Map data ©2021 Terms of Use

## Ballot Styles

06.02

*Certificate of Achievement*

- for those who serve or sell alcohol in Nebraska

**KINSEY ANN BOSSELMAN**  
holds a

State Alcohol certificate

Permit # RB-0129062

Permit Expires: 07-02-2023 Amount Paid: \$



Responsible Beverage Service Training





General	Credential	Number	Earned	Expires
Kinsey Ann Bosselman 2529 w anna street Grand island NE 68803	STATE ALCOHOL	RB-0129062	07-02-2020	07-02-2023

*Certificate of Achievement*

- for those who serve or sell alcohol in Nebraska

**KINSEY ANN BOSSELMAN**

holds a

City Alcohol permit

Permit # LNK-0140423

Permit Expires: 07-14-2024 Amount Paid: \$15.00



**Responsible Beverage Service Training**

**NEBRASKA**



General	Credential	Number	Earned	Expires
Kinsey Ann Bosselman 2529 w anna street Grand Island NE 68803	STATE ALCOHOL CITY ALCOHOL	RB-0129062 LNK-0140423	07-02-2020 07-14-2021	07-02-2023 07-14-2024



1200 N Street, Suite 101A  
Lincoln, NE 68508  
Phone: (402) 435-4100  
Fax: (402) 435-4102  
support@centralstatestelecom.com

**Sales Agreement**  
**SCHEDULE ONE - EQUIPMENT and SERVICES LIST**

Date: \_\_\_\_\_ Customer: \_\_\_\_\_  
Estimated Installation Date: \_\_\_\_\_

**Sale and Installation of a new NEC phone system:**

[Empty box for equipment and services list]

**Central States Telecom, Inc. (CST, Inc.)** will collect and plan installation of system with customer prior to the installation date. All installation and training is to be conducted by **CST, Inc.** during normal business hours, Monday through Friday, 8am to 5pm, excluding holidays. Unless otherwise specified. **CST, Inc.** will provide all connection materials to install listed equipment and will place and test the phones.

**Total System Price, Applicable Taxes Not Included:**      \$ \_\_\_\_\_

Note: All conduit, junction boxes, AC outlets and proper grounding requirements are the responsibility of the customer for installation, if applicable. The cable run from the minimum point of presence (MPOP) to the equipment room is also the responsibility of the customer - unless expressly included in the cabling provided by **CST, Inc.**. Unless otherwise noted this bid is predicated on the use of all Cat 5e 4-pair PVC cable, standard length handset cords and mounting cords. Any reuse of customer cabling will not be covered under the standard warranty included herein.



**ACCEPTANCE and PAYMENT TERMS**

Date of this Agreement: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Location of Installation: \_\_\_\_\_

Street \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone: \_\_\_\_\_

**Total System Price:** \$\_\_\_\_\_ **(Excluding applicable taxes)**

**CASH PURCHASE**

If customer is unable to provide the balance due of this agreement on the day of installation, the install will be postponed until the next business day when payment can be collected. This will be based around the installation schedule of **CST, Inc.** Any additional charges incurred from the delay will be the responsibility of the customer and will be billed separately.

**LEASE FINANCING (if applicable)**

Payments in advance as security deposit \$\_\_\_\_\_ plus tax

Monthly Payment \$\_\_\_\_\_ plus tax

Lease Option: \_\_\_\_\_

Delivery and Acceptance signed at date of installation

Leasing for this transaction provided by: \_\_\_\_\_

Note: Lease financing is provided by other parties than **CST, Inc.** and is subject to credit approval by that third party. Lease approval requires execution and approval of appropriate credit application, lease documentation & appropriate deposit check prior to installation. **CST, Inc.** arranges leasing services with the customer and leasing agents as a courtesy and convenience to it's customers.

Purchaser acknowledges having read the terms and conditions herein, including all schedules, addendums and attachments and hereby agrees to be bound hereby.

Approved and Accepted by:

Approved and accepted by:

Central States Telecom, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## CENTRAL STATES TELECOM, INC. SALES AGREEMENT TERMS & CONDITIONS

- 1) Central States Telecom, Inc. (CST, Inc.) agrees to sell to the Purchaser (named on page 2 of this agreement) and the Purchaser agrees to buy from CST, Inc. the equipment/installation listed in the Schedule One (which is attached and is part of this agreement) in accordance with the terms and conditions described on page 2 of this agreement.
- 2) This agreement shall become effective and binding on the Purchaser and CST, Inc. only upon approval, acceptance and execution hereof by both parties.
- 3) **EQUIPMENT WARRANTY AND MAINTENANCE OBLIGATION:** For a period of not-less-than one (1) year after installation date (unless otherwise stated in the above description or Appendix A) the manufacturer and CST, Inc. warrants that the equipment will be free from defects in material and workmanship, and CST, Inc. shall perform all necessary maintenance to keep the equipment in good working condition and repair, including the furnishing of all necessary labor and material with respect there to. The manufacturer and CST, Inc. shall have the option of repairing the equipment for repair or replacement, and all expenses incident to such repair shall be borne by the manufacturer and CST, Inc.. Expressly excluded here from are damage to or failure of the equipment caused by other than wear and tear resulting from normal use, including but not limited to, misuse, negligence, accident, theft, or unexplained loss, abuse, connection to direct current, fire, flood, wind, act of nature, or public enemy, or improper wiring, installation repair or alteration by anyone other than CST, Inc.. Repairs necessitated by any of the above excepted causes shall be made by CST, Inc. and the reasonable cost of labor and materials shall be paid to CST, Inc. by the Purchaser. The above warranty shall be in lieu of and excludes all other express or implied warranties of merchantability, fitness or otherwise. This warranty will be suspended should the customer become delinquent in its payments, and will be reinstated when such payments are brought up to date.
- 4) **INSTALLATION DATE:** For the purpose of this agreement "Installation Date" is herein defined as the date upon which the equipment is installed at the premises, and is substantially functioning. The estimated installation date is an approximate date and CST, Inc. shall under no circumstances be liable for damages, special consequential or otherwise, for delays in the installation date. CST, Inc. will make all arrangements to coordinate the installation date with your local and long distance carrier. However, CST, Inc. shall, under no circumstances be held responsible for any delays in the installation caused by any carriers failure to meet the installation date for any reason.
- 5) **DEFAULT:** If any of customer's obligations to CST, Inc. are not promptly paid when due, or if customer breaches any provisions hereof, customer shall be in default here under and all unpaid installments shall become immediately due and payable. Upon customer's default, CST, Inc. shall have the rights and remedies of a secured party under the Uniform Commercial Code and any other laws, including the right to any delinquent payments for which the customer agrees to remain fully liable. Without prejudice to CST, Inc.'s remedies hereunder, CST, Inc. shall be entitled to interest at the rate of 1 ½% per month or at the maximum rate permitted by law, whichever is lower, from the first day of the calendar month for which is due, until paid. As long as any part of the contract price remains outstanding, customer shall furnish such financial statements as may reasonably be requested by CST, Inc. and the security interest granted hereby shall continue effective of any retaking and redelivery of collateral to customer until all amounts secured hereby are fully paid in money.
- 6) **USE OF EQUIPMENT:** Customer hereby assumes and shall bear the entire risk of direct and consequential loss and damage to equipment or any part thereof from the date of delivery to premises, customer shall pay any municipal, County, State or Federal sales, excises, or other installation of equipment's levied or assessed against equipment or the ownership thereof. Purchaser shall indemnify CST, Inc. against and hold CST, Inc. harmless from any and all claims, action suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, claimed by any one person, organization, or association, or otherwise arising out of, or relating to the equipment, use, possession, operation and/or condition, thereof, except as caused exclusively by CST, Inc.. Provided equipment is delivered in acceptable condition. Customer shall not be liable for damaged equipment due to mishandling by delivery agent.
- 7) **SOFTWARE AND HARDWARE:** The manufacturer designed and engineered hardware and software to meet certain specifications. CST, Inc. shall not be liable for loss, damage, or expense directly or indirectly arising from the design, engineering or manufacturer of the hardware and/or software except as stated in paragraph 3 above.
- 8) **CONSEQUENTIAL LIABILITY:** CST, Inc. shall not be liable for any special, incidental, or consequential damages or for loss, damage, or expense directly or indirectly arising from customer's use or inability to use the equipment separately or in combination with other equipment, or for personal injury or loss or destruction of other property or from any other cause.
- 9) **TOLL FRAUD DISCLAIMER/WARNING:** CST, Inc. disclaims any express or implied warranty that the telephone equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the system (including its interconnection to long distance networks). Purchaser is hereby warned that fraudulent use of the system, including but not limited to DISA, Auto Attendant, Voice Mail, RMATS, 800, 900 and 976 service, as well as 10XXX, is possible, and purchaser assumes such risk.
- 10) **INVASION OF PRIVACY DISCLAIMER/WARNING:** CST, Inc. hereby disclaims any express or implied warranty the equipment is technically immune from or prevents unlawful and/or unauthorized utilization that may result in invasion of ones right of privacy. CST, Inc. hereby warns purchaser that such is possible, and purchaser assumes the risk as such.
- 11) **MISCELLANEOUS:** Titles to the paragraphs of this agreement are solely for the convenience of the parties concerned and do not explain, modify, or interpret the provisions herein. If more than one purchaser is named in this agreement, the liability of each shall be joint and several. This agreement shall not be amended or altered except in writing signed by both parties hereto and shall be governed by the laws of the State of Colorado.
- 12) **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior agreements, representations and understandings of the parties. No modification or amendment of this agreement shall be binding unless in writing and signed by the parties. No waiver of any of the provisions of this agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall waiver constitute a continuing waiver. No waiver shall be valid or binding unless in writing a signed by the party making the waiver.

If any provisions of the agreement are in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without in-validating the remaining portions hereof. Customer will permit or arrange for access to the premises for CST, Inc.'s installation and maintenance personnel. Customer will provide adequate space for the equipment and insure that light and adequate separate AC power source is available.



**Provided by:**  
 Central States Telecom, Inc.  
 marty@centralstatestelecom.com  
 14024354100

**Prepared for:**  
 York Nebraska City Offices  
 Pellie Thomas  
 pthomas@cityofyork.net  
 402-363-2600  
 100 E 4th St  
 York, NE  
 68467-3512, United States

Please note: Your first bill will look different than other bills. It will include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.

## SUMMARY OF SERVICES

SERVICES	ONE-TIME CHARGES	MONTHLY CHARGES
Unified Communications Services	\$771.37	\$1,415.54
Equipment	\$592.50	
Shipping	\$179.59	
<b>Services total</b>	<b>\$1,543.46</b>	<b>\$1,415.54</b>
<b>PROFESSIONAL SERVICES &amp; OTHER ITEMS</b>		
Installation		
Installation and Programming	\$7,600.00	
<b>Professional services &amp; other items total</b>	<b>\$7,600.00</b>	
<b>TOTALS</b>		
Estimated taxes	\$146.50	\$294.85
Fees		\$298.50
<b>Totals including taxes/fees</b>	<b>\$9,289.96</b>	<b>\$2,008.89</b>

**Notes:**

- Your first bill may look different than other bills. It may include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.
- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- TAXES, FEES and shipping charges may be estimates only and are subject to change. Actual TAXES, FEES and shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

An overview of the contracts:

Monthly cost:

- Total Service: \$2,016.10 (as a note, the taxes are ESTIMATED). This is one complete monthly bill with a breakdown per department.
  - Airport: \$72.90
    - ( 2) Connect Essential Users
    - ( 1) Cloud PBX Resource – Lobby Phone
    - ( 2) NEC DT900S Handsets
    - ( 1) Yealink Lobby Phone
  - Auditorium: \$34.81
    - ( 1) Connect Essential User
    - ( 1) NEC DT900S Handset
  - City Hall: \$433.98
    - (10) Connect Essential Users
    - ( 5) Connect Pro Users
    - (15) NEC DT900S Handsets
  - Community Center: \$107.65
    - ( 3) Connect Pro Users
    - ( 1) Cloud PBX Resource – Lobby/Hotline Phone
    - ( 3) NEC DT900S Handsets
    - ( 1) Yealink Lobby Phone
  - Convention Center: \$112.32
    - ( 2) Connect Essential Licenses
    - ( 2) Connect Pro Licenses
    - ( 3) NEC DT900S Handsets
    - ( 1) Yealink CP960 Conference Phone
  - Fire Department: \$413.74
    - (14) Connect Essential Licenses
    - ( 2) Connect Pro Licenses
    - (16) NEC DT900S Handsets
  - Landfill: \$57.79
    - ( 2) Connect Essential Licenses
    - ( 2) NEC DT900S Handsets
  - Library: \$261.51
    - ( 9) Connect Essential Licenses
    - ( 1) Connect Pro License
    - (10) NEC DT900S Handsets
  - Police Department: \$362.48
    - ( 8) Connect Essential Licenses
    - ( 5) Connect Pro Licenses
    - ( 1) Cloud PBX Resource License – Hotline
    - (13) NEC DT900S Handsets
    - ( 1) Yealink Lobby Phone

- Public Works: \$158.91
  - ( 6) Connect Essential Licenses
  - ( 6) NEC DT900S Handsets

Up Front Costs:

- Total Fees: \$9,383.52
  - NEC Setup Charges: \$772.37
  - Conference Phone for Holthus Center: \$592.50
  - Shipping: \$179.59
  - Central States Telecom Installation and Programming Fee: \$7,600 (billed directly from CST, Inc. It will be removed from final contract with NEC)
  - Tax: \$240.06
  
- This is a 3 year term contract with NEC Univerge Blue Connect.
- It is understood that this is a hosted voice service provided by NEC Univerge Blue.
- Licenses may be added or upgraded during the three year contract. The contract is amended but NOT extended. Upgrades will share the end date.
- All telephone sets are included in the quote by NEC Univerge Blue
- All telephones require a cat5e or greater cable connected to user network.
- All telephones require PoE port to power the phone. If PoE switch is not available, a PoE injector will be required per phone.
- Fax numbers, alarm lines and Aquatic Center emergency phone will remain with current carriers. They will not be moved to NEC Blue Connect service.
- Call Recording for Police Department will require a dedicated email account for storage of recordings.
- All telephone numbers will be retained and ported to NEC Blue Connect service EXCEPT fax machines, alarm lines and Aquatic emergency phone
- Central States Telecom, Inc. will work with City of York IT department to ensure all firewall/router programming is proper for hosted voice service.
- Central States Telecom, Inc. will provide training to users of the NEC Univerge Blue Connect service. NEC provides an exhaustive knowledge base that is available to all users.
- Central States Telecom, Inc. will provide a six months of changes to the City of York at no additional charges.
- Central States Telecom, Inc. will guarantee for 18 months that their labors rates will not exceed:
  - Remote Programming: \$75 per hour
  - Onsite Labor: \$105 per hour
  - Emergency and After Hours Onsite Labor: \$150 per hour

seconded the motion. The Mayor stated: "The question is, shall Ordinance No. \_\_\_\_\_ be passed and adopted?" The roll was called and the following voted "AYE": \_\_\_\_\_

\_\_\_\_\_. The following voted "NAY": \_\_\_\_\_.

The passage and adoption of said Ordinance having been concurred with by a majority of all members elected to the Council, was by the Mayor declared passed and adopted, and the Mayor, in the presence of the Council, signed and approved said Ordinance, and the Clerk attested the passage and approval of the same and affixed the seal of the City thereto.

A true and complete copy of said Ordinance No. \_\_\_\_\_ is attached hereto.

\_\_\_\_\_  
City Clerk  
York, Nebraska  
ORDINANCE NO. 2297

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF YORK, NEBRASKA, IN ONE OR MORE SERIES ON A TAXABLE OR TAX-EXEMPT BASIS, IN THE PRINCIPAL AMOUNT OF UP TO FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$5,750,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING CERTAIN STREET AND RELATED IMPROVEMENTS; AUTHORIZING OFFICERS OF THE CITY TO DESIGNATE THE FINAL TERMS OF SUCH BONDS WITHIN CERTAIN PARAMETERS; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME IF NECESSARY; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council find and determine as follows:

(a) the City is engaged in the construction of certain street improvements within the City (the "Project") and that the payment of a portion of the costs of said improvements is necessary, which costs will constitute valid obligations of the City;

(b) the City does not have funds with which to pay the cost of the improvements and it is necessary and advisable for the City to borrow money and pledge the funds to be received from the Highway Allocation Fund to the payment of the bonds issued by the City for this purpose;

(c) the total estimated cost necessary to be funded at this time, as certified by the engineer for the City and considering the costs of the bonds herein contemplated, is not less than \$5,750,000;

(d) other than its Highway Allocation Fund Pledge Refunding Bonds, Series 2021, outstanding in the principal amount of \$1,710,000, (the "Outstanding Highway Bonds"), the City has no outstanding obligations issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, 2009;

(e) the City's expected receipts from the Nebraska Highway Allocation Fund for its current fiscal year are sufficient to pay debt service on the Outstanding Highway Bonds and the Bonds authorized herein; and

(f) that all conditions, acts and things required by law to exist or to be done precedent to the issuance of Highway Allocation Fund Pledge Bonds in the amount of up to \$5,750,000 as provided herein pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, 2012, and all laws amendatory thereof or supplementary thereto, do exist and have been done as required by law.

Section 2. For the purpose described in Section 1 hereof, there shall be and there are hereby ordered issued Highway Allocation Fund Pledge Bonds, in one or more series on a taxable (such bonds, the "Taxable Bonds") or tax-exempt (such bonds, the "Tax-Exempt Bonds") basis, of the City, in the principal amount of not to exceed Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000) (the "Bonds") provided, that the Bonds shall bear interest at the rates per annum (said interest to be computed on the basis of a 360 day year consisting of twelve 30-day months) and fall due on the dates and in the principal amounts as shall be determined in a writing (which may consist of the Bond Purchase Agreement or a separate written designation for such series, in either case sometimes referred to herein as the "Designation") signed by any of the Mayor, City Administrator or City Treasurer (each an "Authorized Officer") on behalf of the City Council of the City and which may be agreed to by Piper Sandler & Co. (the "Underwriter"), which Designation may also determine or modify the principal amount for each maturity of the Bonds, mandatory redemption provisions (if any), and pricing terms as set forth in Section 8 below, all within the following limitations:

- (a) the aggregate principal amount of the Bonds shall not exceed \$5,750,000, provided, however, in the event the Bonds are sold at a net original issue discount such aggregate principal amount may be increased in such amount as is necessary to compensate for any such net original issue discount;
- (b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;
- (c) the longest maturity of the Bonds may not be later than December 31, 2031;
- (d) the true interest cost of the Bonds shall not exceed 2.50%;
- (e) two or more of the principal maturities may be combined and issued as "term bonds" and the Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).

The Authorized Officers (or any one of them) are hereby authorized to make such determinations on behalf of the Council and to evidence the same by execution and delivery of the Designation and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the City Council without further action of the City Council. The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semiannually on June 15 and December 15 of each year, commencing June 15, 2022 (or such other interest payment date or dates as may be determined in the Designation, each of said dates an "Interest Payment Date") and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (or such other record date as may be determined in the Designation, the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be designated by the City's Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or date of redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and accrued interest thereon due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Unless as otherwise provided in the Designation, Cornerstone Bank in York, Nebraska, is hereby designated as the Paying Agent and Registrar for the Bonds. The Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" (or similarly titled agreement) between the City and said Paying Agent and Registrar, the form of which is to be approved by an Authorized Officer. The Authorized Officers each are hereby authorized to execute said agreement. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the designated corporate trust office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all

the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. For purposes of this Ordinance, the designated corporate trust office of the Paying Agent and Registrar shall be the Paying Agent and Registrar's corporate trust office in York, Nebraska, but such designation may be changed from time to time by notice to the City and the registered owners of the Bonds.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof (or such other date as provided in the Designation), at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. Any Bonds maturing as term bonds (as may be determined in the Designation) shall be redeemed for the years and principal amounts as determined in the Designation. The City may select the Bonds to be redeemed in its sole discretion but the Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for new Bonds evidencing the unredeemed principal thereof. Notice of all optional redemptions of any Bond called for redemption shall be given at the direction of the City by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the designated corporate trust office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given. Notice of redemption of term bonds called for mandatory redemption shall be giving without further direction by the City.

Section 7. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA**  
**STATE OF NEBRASKA**  
**COUNTY OF YORK**  
**HIGHWAY ALLOCATION FUND PLEDGE BOND OF**  
**THE CITY OF YORK, NEBRASKA**  
**[TAXABLE] SERIES 2021[B][C]**

No. \$

Interest Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

---

Registered Owner:

Principal Amount: Dollars (\$                      )

KNOW ALL PERSONS BY THESE PRESENTS: That the City of York, in the County of York, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, at the rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_, 2021 (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof and unpaid accrued interest thereon due at maturity or upon redemption prior to maturity are payable upon presentation and surrender of this bond at the designated corporate trust office, as described in the Ordinance, of Cornerstone Bank, the Paying Agent and Registrar, in York, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of even date and like tenor as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of constructing certain street and related improvements within the City and paying costs of issuance, in strict compliance with Section 66-4,101, R.R.S. Neb. 2012, as amended. The issuance of said bonds has been authorized by proceedings duly had and an ordinance legally passed, approved and published by the Mayor and Council of said City.

Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

[The bonds of this issue maturing on \_\_\_\_\_ (the "Term Bonds") are required to be redeemed prior to their stated maturity, commencing on \_\_\_\_\_, 20\_\_, and continuing on \_\_\_\_\_, 20\_\_ of each year thereafter, in part, which redemptions shall be in the years and for the principal amounts set forth below:

<u>Year of Redemption</u>	<u>Amount Required to be Redeemed</u>
---------------------------	---------------------------------------

Such mandatory redemptions shall be at a price equal to 100% of the principal amount redeemed plus interest accrued on the principal amount being redeemed to the date fixed for redemption. The Paying Agent and Registrar shall select the Term Bonds for mandatory redemption using any random method of selection deemed appropriate by the Paying Agent and Registrar.]

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the designated corporate trust office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, the City of York has pledged and hereby pledges funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in the City of York at such rate or rates, within applicable statutory limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of York, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be imprinted hereon or affixed hereto, all as of the date of original issue specified above.

CITY OF YORK, NEBRASKA

(sample – do not sign)  
Mayor

ATTEST:

(sample – do not sign)  
City Clerk

(SEAL)

Certificate of Authentication

This bond is one of the bonds authorized by ordinance of the Mayor and Council of the City of York, in the County of York, in the State of Nebraska, described in the foregoing bond.

Cornerstone Bank,  
York, Nebraska,  
Paying Agent and Registrar

By: (sample – do not sign)  
Authorized Signature

(Form of Assignment)

For value received \_\_\_\_\_  
hereby sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_ (Social Security or Taxpayer I.D. No. \_\_\_\_\_  
\_\_\_\_\_) the within bond and hereby irrevocably constitutes and appoints  
\_\_\_\_\_, attorney, to transfer the same on the  
books of registration in the office of the within mentioned Paying Agent and Registrar with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Registered Owner(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Guaranteed

By \_\_\_\_\_

Authorized Officer(s)

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Each of the Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (which may be in the form of a blanket letter, including any such letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. With respect to the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is terminated or resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting Mayor and City Clerk and by imprinting thereon or affixing thereto the City's seal. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such bond (including such certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The City Treasurer shall maintain a record of information with respect to said bonds and shall cause the same to be filed in the office of the Auditor of Public Accounts of the State of Nebraska. Thereafter the Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of any series of Bonds, they shall be delivered to the City's Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of a purchase price as provided in the Designation. Such purchaser and its agents, representatives and counsel (as well as bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. Any of the Authorized Officers are hereby authorized to approve, execute and deliver a Bond Purchase Agreement, which may contain the Designation, for and on behalf of the City. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the Bonds which shall be delivered to said purchaser.

Section 9. Accrued interest, if any, received from the sale of the Bonds shall be applied to pay interest falling due on June 15, 2022. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds. The remaining proceeds of the Bonds, together with other available City funds as required for such

purpose, shall be applied to the payment of the costs of the Project. The Mayor and Council hereby covenant and agree to take all steps necessary and appropriate to provide for the payment of the costs of the Project and hereby authorize the officers of the City or any one or more of them to take all actions deemed necessary in connection with the issuance of the Bonds.

Section 10. For the prompt payment of the Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund, as described and referred to in Section 66-4,101, R.R.S. Neb. 2009, as amended. The pledge provided for in this Section 10, however, shall not prevent the City from applying receipts from said fund in any year to other lawful purposes so long as sufficient receipts from such fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a par with and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory limitations as will provide funds which, together with receipts from the Highway Allocation Fund, as pledged to the payment of the Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due.

Section 11. The City hereby covenants to the purchasers and holders of the Tax-Exempt Bonds hereby authorized that it will make no use of the proceeds of said bond issue, including monies held in any sinking fund for the Tax-Exempt Bonds, which would cause the Tax-Exempt Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Tax-Exempt Bonds. The City hereby designates the Tax-Exempt Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than \$10,000,000 during calendar 2021 (taking into consideration the exception for current refunding issues).

Section 12. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof or (b) shall have been provided for by depositing with the Paying Agent and Registrar for the Bonds, or with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company or with the Paying Agent and Registrar may be invested or reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from U.S. Government Obligations in the hands of such bank or trust company or Paying Agent and Registrar in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government

Obligations were deposited shall be paid over to the City as and when collected.

Section 13. In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the City, being the only “obligated person” with respect to the Bonds, is hereby authorized and directed to enter into a continuing disclosure undertaking for the Bonds in form and substance acceptable to the officer or officers executing the same on behalf of the City, as and to the extent that the Rule is applicable to the Bonds.

Section 14. The Authorized Officers are further authorized to take such action and execute such documents and instruments as may be necessary or appropriate to carry out the foregoing. Without limitation of the generality of the foregoing, the Authorized Officers each are hereby authorized to do all things and execute all documents as may by them (or any one of them) be deemed necessary and proper to complete the issuance and sale of the Bonds contemplated by this Ordinance and the application of the proceeds of the Bonds in accordance with the terms of this Ordinance, including, without limitation, to review and approve a bond purchase agreement and a preliminary official statement related to the Bonds and approval of a final official statement on behalf of the City, and said final official statement, as applicable, shall be delivered in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 15. In order to promote compliance with certain federal tax and securities laws relating to the Tax-Exempt Bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit “A” (the “Post-Issuance Compliance Policy and Procedures”) are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 16. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law. The officers of the City (or any one or more of them) are hereby authorized to take any and all actions and to execute any and all certificates and other documents as may be determined appropriate in connection with the issuance of the Bonds.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

Attest:

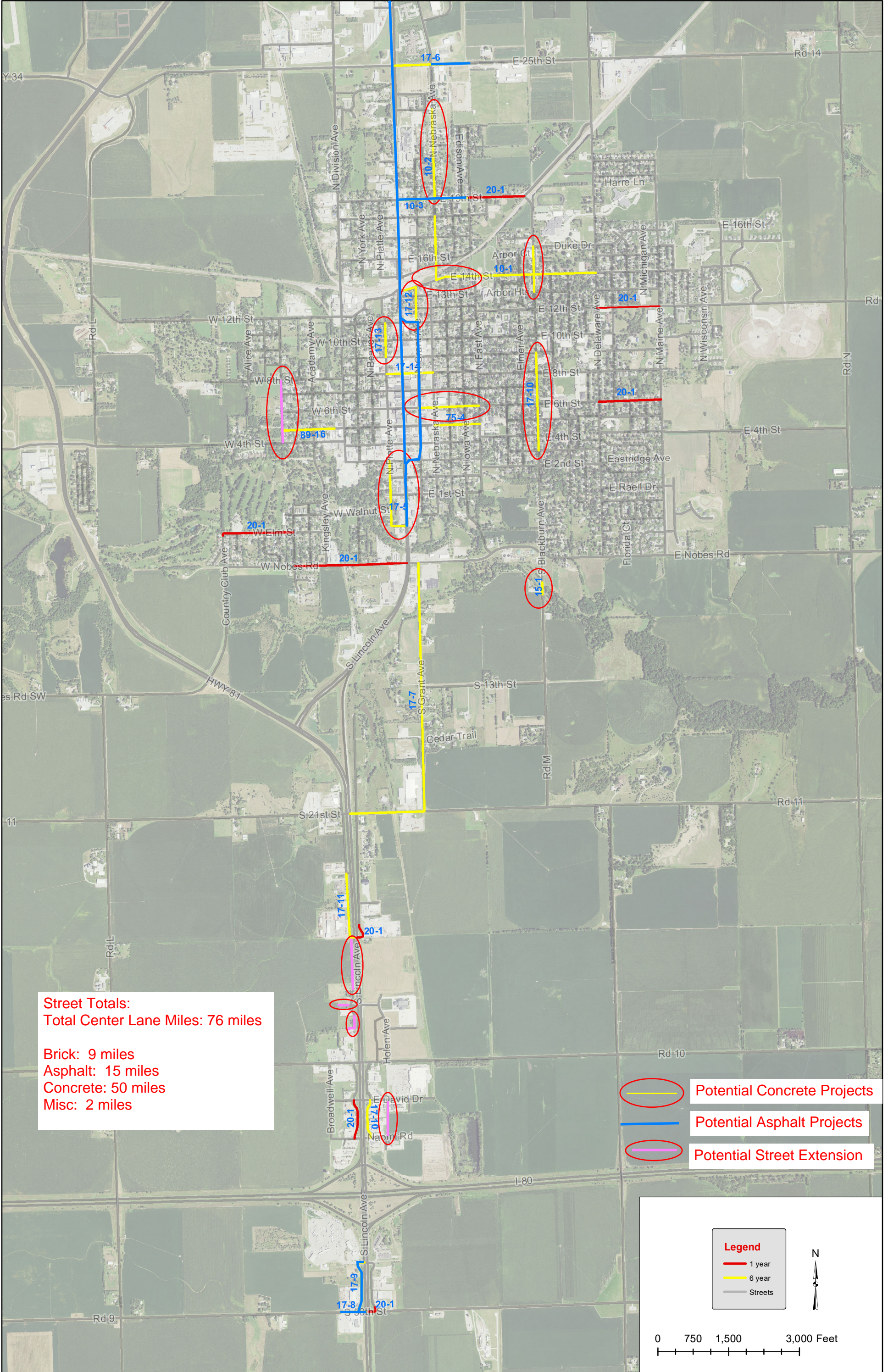
\_\_\_\_\_  
City Clerk

(SEAL)



# 2021 One and Six Year Plan

## City of York, Nebraska







Administrative Offices  
P.O. Box 276  
100 E 4<sup>th</sup> Street  
York, NE 68437

**EXHIBIT B: RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL  
TO SIGN AN APPLICATION FOR CDBG FUNDS**

Whereas, the City of York, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City of York, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$445,000.00 for a program used to eliminate slum and blight conditions on an area-wide basis, through commercial rehabilitation of privately-owned properties, including activities such as façade improvements, and repairs necessary for correction of code violations; as well as any public infrastructure improvements needed for ADA compliance; and,

NOW, THEREFORE, BE IT RESOLVED BY

The City Council of the City of York, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of York and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

---

Chief Elected Official Signature

Barry Redfern, Mayor

---

Chief Elected Official Printed Name, Title

September 2, 2021

---

Date



## EXHIBIT C1: STATEMENT OF ASSURANCES & CERTIFICATIONS TEMPLATE

### APPLICANT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS

The City of York (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

#### THRESHOLD CERTIFICATIONS

1. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government that would adversely affect the administration of this grant.
2. No legal actions are underway or being contemplated that would significantly impact the Applicant's capacity to effectively administer the program, and to fulfill the CDBG program; and
3. No project costs have been incurred that have not been approved in writing by the Department.

#### FEDERAL COMPLIANCE CERTIFICATIONS

4. It will adopt and follow a residential anti-displacement and relocation assistance plan that will minimize displacement as a result of activities assisted with CDBG funds.
5. It will conduct and administer its programs in conformance with:
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.
  - c. The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.
6. It will not attempt to recover any capital costs of public improvements assisted in whole or part by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than grant funds, or (2) for purposes of assessing any amount against properties owned and occupied by persons of LMI who are not persons of very-low income, the recipient certifies to the state that it lacks sufficient grant funds to comply with the requirements of clause (1).
7. It will comply with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

#### CITIZEN PARTICIPATION PLAN CERTIFICATION

8. It certifies that a detailed citizen participation plan is on file which includes:



- a. Providing and encouraging citizen participation with particular emphasis on participation by lower income persons who are residents of slum and blight areas in which funds are proposed to be used to include target areas as identified in the application.
- b. Providing citizens with reasonable and timely access to local meetings, information, and records relating to the Applicant's proposed and actual use of CDBG funds.
- c. Furnishing citizens with information, including but not limited to, the amount of CDBG funds expected to be made available for the current fiscal year, including CDBG funds and anticipated program income; the range of activities that may be undertaken with CDBG funds; the estimated amount of CDBG funds to be used for activities that will meet national objective of benefit to low- and moderate-income people, and the proposed CDBG activities likely to result in displacement and the grantee's anti-displacement and relocation plans.
- d. Providing technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals. The level and type of assistance is to be identified within the plan.
- e. Providing for public hearings at different stages of the program, for the purpose of obtaining citizen's views and responding to proposals and questions. The hearings must cover community development and housing needs, development of proposed activities and review of program performance. The hearing to cover community development needs must be held before submission of an application to the state. The hearing on program performance must be held during the implementation of the CDBG awarded grant. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings are to be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.
- f. Providing citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in the application to the state and for grants already made, activities that are added to, deleted or substantially changed from the application to the state. Substantially changed is defined in terms of purpose, scope, location or beneficiaries defined by the state established criteria.
- g. Providing citizens, the address, phone number and acceptable hours for submitting complaints and grievances and providing timely written responses to written complaints and grievances within 15 working days where practicable.

#### **SPECIAL REQUIREMENTS AND ASSURANCES.**

9. The Applicant will comply with the administrative requirements of the program, those applicable items in the Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 (including parts not specifically cited below), and the following laws, regulations and requirements, both federal and state, as they pertain to the design, implementation and administration of the local project, if approved:

#### **CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS**

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)



- Section 109 of the Housing and Community Development Act of 1974, As Amended
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- Executive Order 11246, As Amended
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

#### **ENVIRONMENTAL STANDARDS AND PROVISIONS**

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e)]
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities
- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)
- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

#### **LABOR STANDARDS AND PROVISIONS**

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

#### **FAIR HOUSING STANDARDS AND PROVISIONS**



Administrative Offices  
P.O. Box 276  
100 E 4<sup>th</sup> Street  
York, NE 68437

- Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
- Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116
- Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

**ADMINISTRATIVE AND FINANCIAL PROVISIONS**

- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Cost Principles”
- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Administrative Requirements”
- 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
- Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)
- 24 CFR Subtitle A (4-1-98 Edition) – 85 referenced as 2 CFR Part 200 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

**MISCELLANEOUS.**

- Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

Applicant hereby certifies that it will comply with the above stated assurances.

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Chief Elected Official Signature

Barry Redfern, Mayor

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Chief Elected Official Printed Name, Title

September 2, 2021

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Date



## EXHIBIT C2: CITIZEN PARTICIPATION PLAN TEMPLATE

### CITIZEN PARTICIPATION PLAN

City of York, Nebraska

#### A. Participation by Citizens

All citizens, including low- and moderate-income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems and needs; the identification of potential solutions; and priority to such issues, problems and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low and moderate-income citizens, shall be afforded the opportunity to serve on various community improvement task forces established by the City of York, Nebraska.

#### B. Access to Meetings, Information and Records

Notice of public meetings conducted by the City of York, Nebraska shall be published or posted within a reasonable number of days prior to such meetings.

Agendas of all such meetings shall be available at the York City Hall, 100 E. 4<sup>th</sup> Street, York, NE 68467 for public inspection.

All meetings where CDBG projects or applications are to be discussed shall be published or posted for a reasonable number of days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the York City Hall.

All meetings will be held at a time and location convenient to potential or actual beneficiaries which will be accessible to all citizens. The building and site will also be accessible to persons with disabilities.

#### C. Specific CDBG Project Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG project including, but not limited to:

1. The amount of CDBG funds expected to be made available to the City of York for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low-and moderate-income persons, and;
4. A description of any proposed CDBG funded activities that are likely to result in displacement of persons along with the City of York anti-displacement and relocation plans.

#### D. Provisions for Technical Assistance to Citizens

The City Clerk shall maintain current information of available resources for community improvement efforts and CDBG programs available and provide such information upon request by any citizen or group



representing any citizen or group of citizens and the City Clerk shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

#### **E. Public Hearing on CDBG Activities**

The City of York shall enact a minimum of two (2) public hearings to be conducted with regard to any CDBG activity to obtain citizen input, comments or opinions regarding the application and the status of the implementation of the project.

Conduct at least one public hearing on the activities proposed in the application. The hearing must include:

- How the need for the activities were identified;
- How the proposed activities will be funded and the sources of funds;
- Requested amount of federal funds;
- Estimated portion of federal funds that will benefit low-and moderate-income persons;
- Where the proposed activities will be conducted;
- Plans to minimize displacement of persons and businesses resulting from funded activities;
- Plans to assist persons actually displaced; and
- The nature of the proposed activities.

Conduct at least one public hearing on the status of funded activities. The hearing must include a review of the following:

- General description of accomplishments to date;
- Summary of expenditures to date;
- General description of the remaining work; and
- General description of changes made to the project budget, performance targets, activity schedules, scope, location, objectives, or beneficiaries.

The City Clerk shall act as the contact person for all questions, comments or concerns expressed by any citizen with regard to any CDBG program or project and shall forward any such questions, comments or concerns to the City of York at the next regular meeting of the City of York immediately following expression of such questions, comments or concerns. The City Clerk shall also be responsible for transmitting the City of York response to any such question, comment or concerns to the citizen or citizens expressing the same.

#### **F. Needs of Non-English Speaking Citizens**

The City of York shall conduct the public hearings in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate, the City Clerk shall arrange for oral or written translation of information regarding any CDBG program, application or project upon request by such non-English speaking persons or representatives of such persons.

#### **G. Compliance/Grievance Procedures**

The City Clerk shall post a notice at the York City Hall, 100 E. 4<sup>th</sup> Street, York, NE 68467 that provides name, telephone number, address, and office hours of the City of York for citizens who wish to file a complaint or grievance regarding any CDBG program, project or application.



Administrative Offices  
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100 E 4<sup>th</sup> Street  
York, NE 68437

Individuals wishing to submit a complaint or file a grievance concerning activities, of or application for, CDBG funds may submit a written complaint or grievance to the City Clerk.

The City Clerk shall present such complaint or grievance to the York City Hall at the next regular meeting of the City of York, where it be reviewed by the Board members. The individual submitting such complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City of York shall issue a written response to any complaint or grievance within fifteen (15) days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) submitting the complaint or grievance by the City Clerk to the last known address of said citizen(s).

In the event that the nature of the complaint or grievance is determined to be a matter requiring immediate action, a special meeting of the City of York shall be called to review the matter within ten (10) days of receipt of such complaint or grievance.

#### **H. Adoption**

This Citizen Participation Plan is hereby adopted by action of the City Council of City of York, Nebraska.

Signed:

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Chief Elected Official: Barry Redfern, Mayor

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Attest: Jean Thiele, City Clerk

September 2, 2021

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Date



## EXHIBIT D

### RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

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The City of York will replace all occupied and vacant occupiable low-moderate-income dwelling units demolished or converted to a use other than as low-moderate-income housing as a direct result of activities assisted with Community Development Block Grant (CDBG) funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of York will make public and submit to DED the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low-moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low-moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy.

The City of York will provide relocation assistance, according to either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) or 24 CFR 570.496a(c) to each low/moderate-income family displaced by the demolition of housing, or the conversion of a low-moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the CDBG program, the City of York will take the following steps to minimize the displacement of persons from their homes:

1. Maintain current data on the occupancy of houses in areas targeted for CDBG assistance.
2. Review all activities prior to implementation to determine the effect, if any, on occupied residential properties.
3. Include consideration of alternate solutions when it appears an assisted project will cause displacement, if implemented.
4. Require private individuals and businesses to consider other alternatives to displacement causing activities, if they are requesting CDBG assistance.

Signed \_\_\_\_\_

Title Mayor

Date \_\_\_\_\_



Administrative Offices  
P.O. Box 276  
100 E 4<sup>th</sup> Street  
York, NE 68437

**EXHIBIT K1b:**

**WAIVER OF PROCUREMENT PROCESS DUE TO OFFICIALS OF THE GRANTEE ACTING IN THEIR OFFICIAL CAPACITY**

The City of York (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (the Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

1. Applicant has reviewed 2 CFR Part 200 Subpart D which sets forth the standards that are applicable to procurement for Federal grants and cooperative agreements and sub-awards to the State, local and Indian tribal governments.
2. Applicant has reviewed the Nebraska Statute 13-1904. Development District, duties which is defined as: "A development district shall, as directed by its policy board, serve as a regional resource center and provide planning, community, and economic development, and technical assistance to local governments which are members of the district and may provide assistance to industrial development organizations, tourism promotion organizations, community development groups, and similar organizations upon request."
3. The City of York is a member of Southeast Nebraska Development District. **Attach documentation identified below.**
4. The project activity directly relates to the official capacity of the appointee as described in brief below. Where services are beyond general administrative services, attach any related supplementary documentation to capacity (e.g. statement of capacity to complete planning services, construction management, etc.):

The City of York is a member community of the Southeast Nebraska Development District (SENDD). As such, SENDD as the organization is a Development District recognized and statutorily authorized in Sections 13-1901 to 13-1907, Nebraska Revised Statutes (Reissue 1997). Development districts formed pursuant to, and meeting the requirements of, those development district statutes are considered to be an extension of the grantee (assuming the grantee is a member of the development district), and grant administration may be delegated to such districts without a procurement process.

Applicant hereby certifies that it will comply with the above stated assurances.

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT REQUIRED**

Select and attach one of the following items for verification:

- Letter from Development District
- Copy of paid membership dues



Administrative Offices  
P.O. Box 276  
100 E 4<sup>th</sup> Street  
York, NE 68437

City or Village of York  
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 13-501 to 13-513, that the governing body will meet on the 2 day of September, 2021, at 7:00 o'clock P.M., at the Municipal Building for the purpose of adopting the proposed budget discussed at the public budget hearing on August 26, 2021 at 7:00 p.m. The budget detail is available at the office of the Clerk during regular business hours.

2019-2020 Actual Disbursements & Transfers	\$ 28,161,990.00
2020-2021 Actual/Estimated Disbursements & Transfers	\$ 33,374,436.00
2021-2022 Proposed Budget of Disbursements & Transfers	\$ 45,174,079.00
2021-2022 Necessary Cash Reserve	\$ 23,511,611.00
2021-2022 Total Resources Available	\$ 68,685,690.00
Total 2021-2022 Personal & Real Property Tax Requirement	\$ 1,990,816.00
Unused Budget Authority Created For Next Year	\$ 1,895,071.51

**Breakdown of Property Tax:**

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 1,990,816.00
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 77-1601.02, that the governing body will meet on the 2 day of September 2021, at 7:00 o'clock P.M., at the Municipal Building for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2020	2021	Change
Operating Budget	44,537,231.00	45,174,079.00	1%
Property Tax Request	\$ 1,918,333.00	\$ 1,990,816.00	4%
Valuation	581,312,904	603,277,494	4%
Tax Rate	0.330000	0.330000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.317985		

RESOLUTION NO. 2021-24

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.

Dated this 2<sup>nd</sup> day of September 2021.

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Barry Redfern , Mayor

ATTEST:

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C. Jean Thiele, City Clerk

Councilmember    moved and Councilmember    seconded that Resolution No 2021-24 be approved.

Roll Call Vote: Ayes:

CERTIFICATE

I, C. Jean Thiele, the duly appointed City Clerk of the City of York, Nebraska, do hereby certify that the above and foregoing Resolution No. 2021-24    is a true, accurate and correct copy of said Resolution, as the same appears of record, said Resolution having been adopted by the City Council at their September 2, 2021 meeting.

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C. Jean Thiele, City Clerk

RESOLUTION 2021-25  
SETTING THE PROPERTY TAX REQUEST

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that Governing Body of the City of York passes 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 2020-2021 property tax request be set  
General Fund: \$1,990,816.00  
Bond Fund: \$ 0
- 2) The total assessed value of property differs from last year's total assessed value by 3.78%
- 3) The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.317985 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 \$0.33 per \$100 of assessed value.
- 5) Based on the proposed property tax request and changes in other revenue, the total operating budget of York is higher than last year's by 1.43%.
- 6) A copy of this resolution will be certified and forwarded to the County Clerk on or before October 13, 2021.

Dates this 2<sup>nd</sup> day of September, 2021.

\_\_\_\_\_  
Barry Redfern Mayor

ATTEST:

\_\_\_\_\_  
C. Jean Thiele, City Clerk

Councilmember 1 moved and Councilmember 2 seconded that Resolution No. 2021-25 be approved.

Roll Call Vote: Ayes:

CERTIFICATE

I, C. Jean Thiele, the duly appointed City Clerk of the City of York, Nebraska, do hereby certify that the above and foregoing Resolution No 2021-25 is a true, accurate and correct copy of said Resolution, as the same appears of record, said Resolution having been adopted by the City Council at their September 3, 2020 meeting.

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C. Jean Thiele, City Clerk

## ORDINANCE NO. 2298

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

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

Section 1. That the All-Purpose Levy is hereby adopted.

Section 2. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2021 through September 30, 2022. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of York, Nebraska. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of York County, Nebraska, for use by the levying authority.

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

PASSED AND APPROVED this 2<sup>nd</sup> day of September, 2021.

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Barry Redfern, Mayor

ATTEST:

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C. Jean Thiele, City Clerk

**ORDINANCE NO. 2294**

AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 37 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.

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

Section 1:

***Sec. 37-91 Schedule of Rates (Commercial and Residential)***

- (a) Usage Charge per 100 cubic feet \$2.17
- Usage Charge over 1,000,000 cubic feet \$2.63
- (b) The bi-monthly rates to be charged to users shall be determined by meter size, as follows:

Minimum per household	\$ 54.15
5/8 and 3/4 Inch	\$ 54.15
1 Inch	\$ 86.96
1 1/2 Inch	\$ 226.95
2 Inch	\$ 384.63
3 Inch	\$ 785.45
4 Inch	\$1,452.98
6 Inch	\$2,833.75

The balance of said section to remain unchanged.

Section 2. That all ordinances or parts of ordinance in conflict herewith are hereby repealed.

Section 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED AND APPROVED this 2<sup>nd</sup> day of September, 2021

\_\_\_\_\_  
Barry Redfern , Mayor

ATTEST:

\_\_\_\_\_  
C. Jean Thiele, City Clerk

August 11, 2021

Honorable Mayor and City Council  
City of York  
100 East 4<sup>th</sup> Street  
York, NE 68467

We are pleased to confirm our understanding of the services we are to provide the City of York for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of York as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of York's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of York's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of York's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted

**SHAREHOLDERS:**

Robert D. Almquist  
Phillip D. Maltzahn  
Marcy J. Luth  
Heidi A. Ashby  
Christine R. Shenk  
Michael E. Hoback  
Joseph P. Stump  
Kyle R. Overturf  
Tracy A. Cannon

1203 W 2nd Street  
P.O. Box 1407  
Grand Island, NE 68802  
P 308-381-1810  
F 308 381 4824  
EMAIL [cpa@gicpas.com](mailto:cpa@gicpas.com)

in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining Financial Statements – Nonmajor Governmental Funds.
- 3) Combining Statement of Revenues and Expenditures – General Fund Departments.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written

reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and City Council of the City of York. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations,

contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of York's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of York's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of York's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes, and maintaining depreciation schedules of the City of York in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes, and depreciation schedule services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 13, 2021.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is

fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form

and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of York; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of AMGL, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of AMGL, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 8, 2021 and to issue our reports no later than March 31, 2022. Marcy J. Luth, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The fee for the audit engagement will not exceed \$32,200, the fee for the Single Audit (if required) will not exceed \$3,400, and the fee for the audit of the Kilgore Library Foundation will not exceed \$1,050.

Our fee for other consulting services during the year ending September 30, 2021, will be based on the hours needed to complete the task at our standard hourly rates, plus direct expenses.

Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date. This engagement does not include any services not specifically included in this letter. Additional services that you may request will be subject to arrangements made at the time requested.

Please keep in mind that the cost is directly related to the amount of time spent and understand that we will make every effort to keep our time at a minimum while not sacrificing the standard of work that is required to ensure that a meaningful report is issued. We are dedicated to the principle of offering timely, professional services at the lowest possible cost. In that light, please understand that our estimate of cost is based on this philosophy and that if time requirements are less than projected, the cost will be proportionately smaller and vice versa.

Honorable Mayor and City Council  
City of York  
August 11, 2021  
Page 9

Should we become involved in a regulatory agency investigation or judicial proceeding as a result of this engagement, and are not determined to be liable, you agree to indemnify and hold us harmless with respect to all expenses, costs, legal fees and charges for the time of our people incurred in connection therewith.

We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided equitably to both parties by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or fees.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report is available on the AICPA website.

We appreciate the opportunity to be of service to the City of York and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

AMGL, P.C.



Marcy J. Luth, CPA

ml/APT/24380

Enclosure

Honorable Mayor and City Council  
City of York  
August 11, 2021  
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RESPONSE:

This letter correctly sets forth the understanding of the City of York.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. *2021-26*

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 27, 2021, pursuant to authority granted in Ordinance No. of the City of York. BE IT FURTHER RESOLVED that the 2021-2022 Budget include funds required to defray these salary adjustments.

Title	Pay Grade	Title	Pay Grade
* Airport Operations Manager	44.0	* Library Director	45.5
Airport Attendant	36.0	Library Assistant I	27.0
* Asset Manager/Project Manager	42.0	Library Assistant II	32.0
Assistant City Clerk/Treasurer	37.0	Library Assistant III	34.0
Ballfield Complex Main. Supr	36.0	Maintenance Worker I	34.0
Building Inspector	43.5	Maintenance Worker II	35.0
* City Administrator	60.0	Maintenance Worker III	36.5
* City Attorney – Part Time	39.0	Plant Operator I – Wastewater	33.0
* City Clerk	46.0	Plant Operator II – Wastewater	37.0
* City Treasurer	46.0	Plant Operator III – Wastewater	40.0
* Convention Center Director	45.0	Plant Superintendent – Wastewater	45.5
Convention Center Coordinator	33.5	* Police Chief	51.0
Custodian Supervisor	36.0	* Police Captain	45.5
Custodian I	29.0	Police Sergeant	P-2
Custodian II	33.0	Police Officer	P-1
Equipment Mechanic	38.0	* Parks & Recreation Director	45.5
* Fire Chief	51.0	* Public Works Director – Engineer	52.5
Fire Captain	F-4	* Public Works Director – Non Engineer	50.0
Fire Medic I	F-1	Public Works Clerk	35.0
Fire Medic II	F-2	Recreation Coordinator	35.5
Fire Medic IV	F-3	Secretary I	32.5
Fire Training & Safety Officer	47.0	Secretary II	34.0
Foreman I	39.0	Support Services Officer	31.5
Foreman II	41.5	System Operator I – Water	36.0
* Human Resources Director	46.0	System Operator II – Water	39.0
Laborer	31.5	Utilities Account Clerk	37.0
Landfill Operator	36.0		
Landfill Superintendent	41.5		

(\*denotes exempt employee)

PASSED AND APPROVED THIS 2<sup>nd</sup> day of September, 2021.

\_\_\_\_\_  
C. Jean Thiele, City Clerk

\_\_\_\_\_  
Barry Redfern, , Mayor

ORDINANCE NO. 2299

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

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

Section 1. That Sec. 2-12 - Pay Range Schedule of Chapter 2 Administration be amended to read as attached hereto and made a part of as Exhibit A:

Section 2. All ordinance or parts of ordinance in conflict herewith are hereby repealed.

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

PASSED AND APPROVED this 2<sup>nd</sup> day of September, 2021

\_\_\_\_\_  
Barry Redfern , Mayor

ATTEST:

\_\_\_\_\_  
C. Jean Thiele, City Clerk

21-22 Pay

CITY OF YORK								
FINAL 2021-2022 PAY SCHEDULES (Effective September 27, 2021)								
Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
26.0	M	1898.77	1993.71	2093.40	2198.07	2307.97	2423.37	2544.54
	A	22,785	23,925	25,121	26,377	27,696	29,080	30,534
	H	10.954	11.502	12.077	12.681	13.315	13.981	14.680
	B	876.36	920.17	966.18	1014.49	1065.22	1118.48	1174.40
			0.05	0.05	0.05	0.05	0.05	0.05
26.5	M	1948.58	2046.01	2148.31	2255.73	2368.51	2486.94	2611.28
	A	23,383	24,552	25,780	27,069	28,422	29,843	31,335
	H	11.242	11.804	12.394	13.014	13.664	14.348	15.065
	B	899.34	944.31	991.53	1041.10	1093.16	1147.82	1205.21
			0.05	0.05	0.05	0.05	0.05	0.05
27.0	M	1998.39	2098.31	2203.22	2313.38	2429.05	2550.50	2678.03
	A	23,981	25,180	26,439	27,761	29,149	30,606	32,136
	H	11.529	12.106	12.711	13.346	14.014	14.714	15.450
	B	922.33	968.45	1016.87	1067.72	1121.10	1177.16	1236.01
			0.05	0.05	0.05	0.05	0.05	0.05
27.5	M	2047.32	2149.69	2257.17	2370.03	2488.53	2612.96	2743.60
	A	24,568	25,796	27,086	28,440	29,862	31,355	32,923
	H	11.811	12.402	13.022	13.673	14.357	15.075	15.828
	B	944.92	992.16	1041.77	1093.86	1148.55	1205.98	1266.28
			0.05	0.05	0.05	0.05	0.05	0.05
28.0	M	2096.25	2201.07	2311.12	2426.67	2548.01	2675.41	2809.18
	A	25,155	26,413	27,733	29,120	30,576	32,105	33,710
	H	12.094	12.698	13.333	14.000	14.700	15.435	16.207
	B	967.50	1015.88	1066.67	1120.00	1176.00	1234.80	1296.54
			0.05	0.05	0.05	0.05	0.05	0.05
28.5	M	2147.81	2255.20	2367.96	2486.36	2610.67	2741.21	2878.27
	A	25,774	27,062	28,415	29,836	31,328	32,894	34,539
	H	12.391	13.011	13.661	14.344	15.062	15.815	16.605
	B	991.30	1040.86	1092.90	1147.55	1204.93	1265.17	1328.43
			0.05	0.05	0.05	0.05	0.05	0.05
29.0	M	2199.36	2309.33	2424.80	2546.04	2673.34	2807.00	2947.36
	A	26,392	27,712	29,098	30,552	32,080	33,684	35,368
	H	12.689	13.323	13.989	14.689	15.423	16.194	17.004
	B	1015.09	1065.84	1119.14	1175.09	1233.85	1295.54	1360.32
			0.05	0.05	0.05	0.05	0.05	0.05
29.5	M	2253.10	2365.76	2484.04	2608.25	2738.66	2875.59	3019.37
	A	27,037	28,389	29,809	31,299	32,864	34,507	36,232
	H	12.999	13.649	14.331	15.048	15.800	16.590	17.419
	B	1039.89	1091.89	1146.48	1203.81	1264.00	1327.20	1393.56
			0.05	0.05	0.05	0.05	0.05	0.05
30.0	M	2306.84	2422.18	2543.29	2670.46	2803.98	2944.18	3091.39
	A	27,682	29,066	30,519	32,045	33,648	35,330	37,097
	H	13.309	13.974	14.673	15.406	16.177	16.986	17.835
	B	1064.70	1117.93	1173.83	1232.52	1294.14	1358.85	1426.79
			0.05	0.05	0.05	0.05	0.05	0.05
30.5	M	2367.13	2485.49	2609.76	2740.25	2877.26	3021.13	3172.18
	A	28,406	29,826	31,317	32,883	34,527	36,254	38,066
	H	13.657	14.339	15.056	15.809	16.600	17.430	18.301
	B	1092.52	1147.15	1204.51	1264.73	1327.97	1394.37	1464.08

21-22 Pay

CITY OF YORK								
FINAL 2021-2022 PAY SCHEDULES (Effective September 27, 2021)								
Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			0.05	0.05	0.05	0.05	0.05	0.05
31.0	M	2427.42	2548.80	2676.24	2810.05	2950.55	3098.08	3252.98
	A	29,129	30,586	32,115	33,721	35,407	37,177	39,036
	H	14.004	14.705	15.440	16.212	17.022	17.874	18.767
	B	1120.35	1176.37	1235.19	1296.94	1361.79	1429.88	1501.38
			0.05	0.05	0.05	0.05	0.05	0.05
31.5	M	2488.59	2613.02	2743.67	2880.85	3024.90	3176.14	3334.95
	A	29,863	31,356	32,924	34,570	36,299	38,114	40,019
	H	14.357	15.075	15.829	16.620	17.451	18.324	19.240
	B	1148.58	1206.01	1266.31	1329.63	1396.11	1465.91	1539.21
			0.05	0.05	0.05	0.05	0.05	0.05
32.0	M	2549.76	2677.24	2811.11	2951.66	3099.25	3254.21	3416.92
	A	30,597	32,127	33,733	35,420	37,191	39,050	41,003
	H	14.710	15.446	16.218	17.029	17.880	18.774	19.713
	B	1176.81	1235.65	1297.43	1362.31	1430.42	1501.94	1577.04
			0.05	0.05	0.05	0.05	0.05	0.05
32.5	M	2607.86	2738.26	2875.17	3018.93	3169.88	3328.37	3494.79
	A	31,294	32,859	34,502	36,227	38,039	39,940	41,937
	H	15.045	15.798	16.588	17.417	18.288	19.202	20.162
	B	1203.63	1263.81	1327.00	1393.35	1463.02	1536.17	1612.98
			0.05	0.05	0.05	0.05	0.05	0.05
33.0	M	2665.97	2799.27	2939.23	3086.20	3240.51	3402.53	3572.66
	A	31,992	33,591	35,271	37,034	38,886	40,830	42,872
	H	15.381	16.150	16.957	17.805	18.695	19.630	20.611
	B	1230.45	1291.97	1356.57	1424.40	1495.62	1570.40	1648.92
			0.05	0.05	0.05	0.05	0.05	0.05
33.5	M	2731.07	2867.62	3011.01	3161.56	3319.63	3485.62	3659.90
	A	32,773	34,411	36,132	37,939	39,836	41,827	43,919
	H	15.756	16.544	17.371	18.240	19.152	20.109	21.115
	B	1260.49	1323.52	1389.69	1459.18	1532.14	1608.75	1689.18
			0.05	0.05	0.05	0.05	0.05	0.05
34.0	M	2796.17	2935.98	3082.78	3236.92	3398.76	3568.70	3747.13
	A	33,554	35,232	36,993	38,843	40,785	42,824	44,966
	H	16.132	16.938	17.785	18.675	19.608	20.589	21.618
	B	1290.54	1355.07	1422.82	1493.96	1568.66	1647.09	1729.45
			0.05	0.05	0.05	0.05	0.05	0.05
34.5	M	2864.76	3008.00	3158.40	3316.32	3482.14	3656.24	3839.06
	A	34,377	36,096	37,901	39,796	41,786	43,875	46,069
	H	16.527	17.354	18.222	19.133	20.089	21.094	22.148
	B	1322.20	1388.31	1457.72	1530.61	1607.14	1687.50	1771.87
			0.05	0.05	0.05	0.05	0.05	0.05
35.0	M	2933.36	3080.02	3234.03	3395.73	3565.51	3743.79	3930.98
	A	35,200	36,960	38,808	40,749	42,786	44,925	47,172
	H	16.923	17.769	18.658	19.591	20.570	21.599	22.679
	B	1353.86	1421.55	1492.63	1567.26	1645.62	1727.90	1814.30
			0.05	0.05	0.05	0.05	0.05	0.05
35.5	M	3004.13	3154.34	3312.06	3477.66	3651.54	3834.12	4025.83
	A	36,050	37,852	39,745	41,732	43,819	46,009	48,310
	H	17.332	18.198	19.108	20.063	21.067	22.120	23.226
	B	1386.52	1455.85	1528.64	1605.07	1685.33	1769.59	1858.07

21-22 Pay

CITY OF YORK								
FINAL 2021-2022 PAY SCHEDULES (Effective September 27, 2021)								
Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			0.05	0.05	0.05	0.05	0.05	0.05
36.0	M	3074.91	3228.66	3390.09	3559.60	3737.57	3924.45	4120.68
	A	36,899	38,744	40,681	42,715	44,851	47,093	49,448
	H	17.740	18.627	19.558	20.536	21.563	22.641	23.773
	B	1419.19	1490.15	1564.66	1642.89	1725.03	1811.29	1901.85
			0.05	0.05	0.05	0.05	0.05	0.05
36.5	M	3149.62	3307.10	3472.46	3646.08	3828.39	4019.80	4220.80
	A	37,795	39,685	41,670	43,753	45,941	48,238	50,650
	H	18.171	19.079	20.033	21.035	22.087	23.191	24.351
	B	1453.67	1526.36	1602.67	1682.81	1766.95	1855.29	1948.06
			0.05	0.05	0.05	0.05	0.05	0.05
37.0	M	3224.33	3385.55	3554.83	3732.57	3919.20	4115.16	4320.91
	A	38,692	40,627	42,658	44,791	47,030	49,382	51,851
	H	18.602	19.532	20.509	21.534	22.611	23.741	24.928
	B	1488.15	1562.56	1640.69	1722.72	1808.86	1899.30	1994.27
			0.05	0.05	0.05	0.05	0.05	0.05
37.5	M	3305.60	3470.88	3644.42	3826.64	4017.97	4218.87	4429.81
	A	39,667	41,651	43,733	45,920	48,216	50,626	53,158
	H	19.071	20.024	21.025	22.077	23.181	24.340	25.557
	B	1525.66	1601.94	1682.04	1766.14	1854.45	1947.17	2044.53
			0.05	0.05	0.05	0.05	0.05	0.05
38.0	M	3386.86	3556.20	3734.01	3920.71	4116.75	4322.59	4538.72
	A	40,642	42,674	44,808	47,049	49,401	51,871	54,465
	H	19.540	20.517	21.542	22.620	23.750	24.938	26.185
	B	1563.17	1641.32	1723.39	1809.56	1900.04	1995.04	2094.79
			0.05	0.05	0.05	0.05	0.05	0.05
38.5	M	3471.62	3645.20	3827.46	4018.83	4219.77	4430.76	4652.30
	A	41,659	43,742	45,930	48,226	50,637	53,169	55,828
	H	20.029	21.030	22.081	23.186	24.345	25.562	26.840
	B	1602.29	1682.40	1766.52	1854.85	1947.59	2044.97	2147.22
			0.05	0.05	0.05	0.05	0.05	0.05
39.0	M	3556.38	3734.20	3920.91	4116.95	4322.80	4538.94	4765.89
	A	42,677	44,810	47,051	49,403	51,874	54,467	57,191
	H	20.518	21.543	22.621	23.752	24.939	26.186	27.495
	B	1641.41	1723.48	1809.65	1900.13	1995.14	2094.89	2199.64
			0.05	0.05	0.05	0.05	0.05	0.05
39.5	M	3639.83	3821.82	4012.91	4213.55	4424.23	4645.44	4877.71
	A	43,678	45,862	48,155	50,563	53,091	55,745	58,533
	H	20.999	22.049	23.151	24.309	25.524	26.801	28.141
	B	1679.92	1763.92	1852.11	1944.72	2041.95	2144.05	2251.25
			0.05	0.05	0.05	0.05	0.05	0.05
40.0	M	3723.27	3909.44	4104.91	4310.15	4525.66	4751.95	4989.54
	A	44,679	46,913	49,259	51,722	54,308	57,023	59,875
	H	21.480	22.554	23.682	24.866	26.110	27.415	28.786
	B	1718.43	1804.36	1894.57	1989.30	2088.77	2193.21	2302.87
			0.05	0.05	0.05	0.05	0.05	0.05
40.5	M	3811.96	4002.56	4202.69	4412.83	4633.47	4865.14	5108.40
	A	45,744	48,031	50,432	52,954	55,602	58,382	61,301
	H	21.992	23.092	24.246	25.459	26.732	28.068	29.472
	B	1759.37	1847.34	1939.70	2036.69	2138.52	2245.45	2357.72

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			0.05	0.05	0.05	0.05	0.05	0.05
41.0	M	3900.66	4095.69	4300.47	4515.50	4741.27	4978.34	5227.25
	A	46,808	49,148	51,606	54,186	56,895	59,740	62,727
	H	22.504	23.629	24.810	26.051	27.353	28.721	30.157
	B	1800.30	1890.32	1984.83	2084.08	2188.28	2297.69	2412.58
			0.05	0.05	0.05	0.05	0.05	0.05
41.5	M	3998.08	4197.99	4407.89	4628.28	4859.70	5102.68	5357.82
	A	47,977	50,376	52,895	55,539	58,316	61,232	64,294
	H	23.066	24.219	25.430	26.702	28.037	29.439	30.910
	B	1845.27	1937.53	2034.41	2136.13	2242.94	2355.08	2472.84
			0.05	0.05	0.05	0.05	0.05	0.05
42.0	M	4095.51	4300.29	4515.30	4741.07	4978.12	5227.03	5488.38
	A	49,146	51,603	54,184	56,893	59,737	62,724	65,861
	H	23.628	24.809	26.050	27.352	28.720	30.156	31.664
	B	1890.24	1984.75	2083.99	2188.19	2297.60	2412.47	2533.10
			0.05	0.05	0.05	0.05	0.05	0.05
42.5	M	4199.50	4409.47	4629.94	4861.44	5104.51	5359.74	5627.73
	A	50,394	52,914	55,559	58,337	61,254	64,317	67,533
	H	24.228	25.439	26.711	28.047	29.449	30.922	32.468
	B	1938.23	2035.14	2136.90	2243.74	2355.93	2473.73	2597.41
			0.05	0.05	0.05	0.05	0.05	0.05
43.0	M	4303.48	4518.65	4744.59	4981.81	5230.91	5492.45	5767.07
	A	51,642	54,224	56,935	59,782	62,771	65,909	69,205
	H	24.828	26.069	27.373	28.741	30.178	31.687	33.272
	B	1986.22	2085.53	2189.81	2299.30	2414.26	2534.98	2661.73
			0.05	0.05	0.05	0.05	0.05	0.05
43.5	M	4411.39	4631.96	4863.56	5106.74	5362.08	5630.18	5911.69
	A	52,937	55,584	58,363	61,281	64,345	67,562	70,940
	H	25.450	26.723	28.059	29.462	30.935	32.482	34.106
	B	2036.03	2137.83	2244.72	2356.96	2474.80	2598.54	2728.47
			0.05	0.05	0.05	0.05	0.05	0.05
44.0	M	4519.31	4745.27	4982.54	5231.66	5493.25	5767.91	6056.31
	A	54,232	56,943	59,790	62,780	65,919	69,215	72,676
	H	26.073	27.377	28.745	30.183	31.692	33.276	34.940
	B	2085.83	2190.13	2299.63	2414.61	2535.34	2662.11	2795.22
			0.05	0.05	0.05	0.05	0.05	0.05
44.5	M	4628.53	4859.96	5102.96	5358.11	5626.01	5907.31	6202.68
	A	55,542	58,320	61,235	64,297	67,512	70,888	74,432
	H	26.703	28.038	29.440	30.912	32.458	34.081	35.785
	B	2136.25	2243.06	2355.21	2472.97	2596.62	2726.45	2862.77
			0.05	0.05	0.05	0.05	0.05	0.05
45.0	M	4737.76	4974.65	5223.38	5484.55	5758.78	6046.71	6349.05
	A	56,853	59,696	62,681	65,815	69,105	72,561	76,189
	H	27.333	28.700	30.135	31.642	33.224	34.885	36.629
	B	2186.66	2295.99	2410.79	2531.33	2657.90	2790.79	2930.33
			0.05	0.05	0.05	0.05	0.05	0.05
45.5	M	4859.22	5102.18	5357.29	5625.15	5906.41	6201.73	6511.82
	A	58,311	61,226	64,287	67,502	70,877	74,421	78,142
	H	28.034	29.436	30.907	32.453	34.075	35.779	37.568
	B	2242.72	2354.85	2472.59	2596.22	2726.04	2862.34	3005.45

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			0.05	0.05	0.05	0.05	0.05	0.05
46.0	M	4980.68	5229.71	5491.20	5765.76	6054.04	6356.75	6674.58
	A	59,768	62,757	65,894	69,189	72,649	76,281	80,095
	H	28.735	30.171	31.680	33.264	34.927	36.674	38.507
	B	2298.77	2413.71	2534.40	2661.12	2794.17	2933.88	3080.58
			0.05	0.05	0.05	0.05	0.05	0.05
46.5	M	5103.88	5359.08	5627.03	5908.38	6203.80	6513.99	6839.69
	A	61,247	64,309	67,524	70,901	74,446	78,168	82,076
	H	29.445	30.918	32.464	34.087	35.791	37.581	39.460
	B	2355.64	2473.42	2597.09	2726.95	2863.29	3006.46	3156.78
			0.05	0.05	0.05	0.05	0.05	0.05
47.0	M	5227.09	5488.44	5762.87	6051.01	6353.56	6671.24	7004.80
	A	62,725	65,861	69,154	72,612	76,243	80,055	84,058
	H	30.156	31.664	33.247	34.910	36.655	38.488	40.412
	B	2412.50	2533.13	2659.78	2792.77	2932.41	3079.03	3232.98
			0.05	0.05	0.05	0.05	0.05	0.05
47.5	M	5356.41	5624.23	5905.44	6200.72	6510.75	6836.29	7178.10
	A	64,277	67,491	70,865	74,409	78,129	82,035	86,137
	H	30.902	32.447	34.070	35.773	37.562	39.440	41.412
	B	2472.19	2595.80	2725.59	2861.87	3004.96	3155.21	3312.97
			0.05	0.05	0.05	0.05	0.05	0.05
48.0	M	5485.73	5760.02	6048.02	6350.42	6667.94	7001.34	7351.41
	A	65,829	69,120	72,576	76,205	80,015	84,016	88,217
	H	31.648	33.231	34.892	36.637	38.469	40.392	42.412
	B	2531.88	2658.47	2791.39	2930.96	3077.51	3231.39	3392.96
			0.05	0.05	0.05	0.05	0.05	0.05
48.5	M	5622.92	5904.07	6199.27	6509.23	6834.70	7176.43	7535.25
	A	67,475	70,849	74,391	78,111	82,016	86,117	90,423
	H	32.440	34.062	35.765	37.553	39.431	41.402	43.473
	B	2595.19	2724.95	2861.20	3004.26	3154.48	3312.20	3477.81
			0.05	0.05	0.05	0.05	0.05	0.05
49.0	M	5760.11	6048.11	6350.52	6668.05	7001.45	7351.52	7719.10
	A	69,121	72,577	76,206	80,017	84,017	88,218	92,629
	H	33.231	34.893	36.638	38.469	40.393	42.413	44.533
	B	2658.51	2791.44	2931.01	3077.56	3231.44	3393.01	3562.66
			0.05	0.05	0.05	0.05	0.05	0.05
49.5	M	5904.29	6199.50	6509.48	6834.95	7176.70	7535.53	7912.31
	A	70,851	74,394	78,114	82,019	86,120	90,426	94,948
	H	34.063	35.766	37.555	39.432	41.404	43.474	45.648
	B	2725.05	2861.31	3004.37	3154.59	3312.32	3477.94	3651.83
			0.05	0.05	0.05	0.05	0.05	0.05
50.0	M	6048.46	6350.89	6668.43	7001.85	7351.94	7719.54	8105.52
	A	72,582	76,211	80,021	84,022	88,223	92,635	97,266
	H	34.895	36.640	38.472	40.395	42.415	44.536	46.763
	B	2791.60	2931.18	3077.74	3231.62	3393.21	3562.87	3741.01
			0.05	0.05	0.05	0.05	0.05	0.05
50.5	M	6200.07	6510.07	6835.57	7177.35	7536.22	7913.03	8308.68
	A	74,401	78,121	82,027	86,128	90,435	94,956	99,704
	H	35.770	37.558	39.436	41.408	43.478	45.652	47.935
	B	2861.57	3004.65	3154.88	3312.62	3478.26	3652.17	3834.78

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			0.05	0.05	0.05	0.05	0.05	0.05
51.0	M	6351.67	6669.26	7002.72	7352.86	7720.50	8106.52	8511.85
	A	76,220	80,031	84,033	88,234	92,646	97,278	102,142
	H	36.644	38.476	40.400	42.420	44.541	46.768	49.107
	B	2931.54	3078.12	3232.02	3393.63	3563.31	3741.47	3928.55
			0.05	0.05	0.05	0.05	0.05	0.05
51.5	M	6510.27	6835.78	7177.57	7536.45	7913.27	8308.94	8724.38
	A	78,123	82,029	86,131	90,437	94,959	99,707	104,693
	H	37.559	39.437	41.409	43.480	45.653	47.936	50.333
	B	3004.74	3154.98	3312.72	3478.36	3652.28	3834.89	4026.64
			0.05	0.05	0.05	0.05	0.05	0.05
52.0	M	6668.86	7002.31	7352.42	7720.04	8106.04	8511.35	8936.91
	A	80,026	84,028	88,229	92,641	97,273	102,136	107,243
	H	38.474	40.398	42.418	44.539	46.766	49.104	51.559
	B	3077.94	3231.83	3393.43	3563.10	3741.25	3928.31	4124.73
			0.05	0.05	0.05	0.05	0.05	0.05
52.5	M	6836.20	7178.01	7536.91	7913.75	8309.44	8724.91	9161.16
	A	82,034	86,136	90,443	94,965	99,713	104,699	109,934
	H	39.440	41.412	43.482	45.656	47.939	50.336	52.853
	B	3155.17	3312.93	3478.57	3652.50	3835.13	4026.88	4228.23
			0.05	0.05	0.05	0.05	0.05	0.05
53.0	M	7003.53	7353.71	7721.39	8107.46	8512.83	8938.48	9385.40
	A	84,042	88,244	92,657	97,290	102,154	107,262	112,625
	H	40.405	42.425	44.546	46.774	49.113	51.568	54.147
	B	3232.40	3394.02	3563.72	3741.91	3929.00	4125.45	4331.72
			0.05	0.05	0.05	0.05	0.05	0.05
53.5	M	7177.85	7536.75	7913.58	8309.26	8724.73	9160.96	9619.01
	A	86,134	90,441	94,963	99,711	104,697	109,932	115,428
	H	41.411	43.481	45.655	47.938	50.335	52.852	55.494
	B	3312.86	3478.50	3652.42	3835.04	4026.80	4228.14	4439.54
			0.05	0.05	0.05	0.05	0.05	0.05
54.0	M	7352.18	7719.79	8105.78	8511.06	8936.62	9383.45	9852.62
	A	88,226	92,637	97,269	102,133	107,239	112,601	118,231
	H	42.416	44.537	46.764	49.102	51.557	54.135	56.842
	B	3393.31	3562.98	3741.13	3928.18	4124.59	4330.82	4547.36
			0.05	0.05	0.05	0.05	0.05	0.05
54.5	M	7536.99	7913.84	8309.53	8725.00	9161.25	9619.32	10100.28
	A	90,444	94,966	99,714	104,700	109,935	115,432	121,203
	H	43.483	45.657	47.940	50.337	52.853	55.496	58.271
	B	3478.61	3652.54	3835.17	4026.92	4228.27	4439.68	4661.67
			0.05	0.05	0.05	0.05	0.05	0.05
55.0	M	7721.80	8107.89	8513.28	8938.94	9385.89	9855.19	10347.94
	A	92,662	97,295	102,159	107,267	112,631	118,262	124,175
	H	44.549	46.776	49.115	51.571	54.149	56.857	59.700
	B	3563.91	3742.10	3929.21	4125.67	4331.95	4548.55	4775.97
			0.05	0.05	0.05	0.05	0.05	0.05
55.5	M	7913.60	8309.28	8724.74	9160.98	9619.02	10099.98	10604.97
	A	94,963	99,711	104,697	109,932	115,428	121,200	127,260
	H	45.655	47.938	50.335	52.852	55.494	58.269	61.183
	B	3652.43	3835.05	4026.80	4228.14	4439.55	4661.53	4894.60

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			0.05	0.05	0.05	0.05	0.05	0.05
56.0	M	8105.40	8510.66	8936.20	9383.01	9852.16	10344.77	10862.00
	A	97,265	102,128	107,234	112,596	118,226	124,137	130,344
	H	46.762	49.100	51.555	54.133	56.839	59.681	62.665
	B	3740.95	3928.00	4124.40	4330.62	4547.15	4774.51	5013.23
			0.05	0.05	0.05	0.05	0.05	0.05
56.5	M	8307.68	8723.06	9159.22	9617.18	10098.04	10602.94	11133.09
	A	99,692	104,677	109,911	115,406	121,176	127,235	133,597
	H	47.929	50.325	52.842	55.484	58.258	61.171	64.229
	B	3834.31	4026.03	4227.33	4438.70	4660.63	4893.66	5138.35
			0.05	0.05	0.05	0.05	0.05	0.05
57.0	M	8509.97	8935.46	9382.24	9851.35	10343.92	10861.11	11404.17
	A	102,120	107,226	112,587	118,216	124,127	130,333	136,850
	H	49.096	51.551	54.128	56.835	59.676	62.660	65.793
	B	3927.68	4124.06	4330.26	4546.78	4774.12	5012.82	5263.46
			0.05	0.05	0.05	0.05	0.05	0.05
57.5	M	8721.86	9157.96	9615.85	10096.65	10601.48	11131.55	11688.13
	A	104,662	109,895	115,390	121,160	127,218	133,579	140,258
	H	50.318	52.834	55.476	58.250	61.162	64.220	67.432
	B	4025.48	4226.75	4438.09	4659.99	4892.99	5137.64	5394.52
			0.05	0.05	0.05	0.05	0.05	0.05
58.0	M	8933.76	9380.45	9849.47	10341.94	10859.04	11401.99	11972.09
	A	107,205	112,565	118,194	124,103	130,308	136,824	143,665
	H	51.541	54.118	56.824	59.665	62.648	65.781	69.070
	B	4123.27	4329.44	4545.91	4773.20	5011.87	5262.46	5525.58
			0.05	0.05	0.05	0.05	0.05	0.05
58.5	M	9239.15	9701.11	10186.17	10695.48	11230.25	11791.76	12381.35
	A	110,870	116,413	122,234	128,346	134,763	141,501	148,576
	H	53.303	55.968	58.766	61.705	64.790	68.029	71.431
	B	4264.23	4477.44	4701.31	4936.37	5183.19	5442.35	5714.47
			0.05	0.05	0.05	0.05	0.05	0.05
59.0	M	9544.55	10021.78	10522.86	11049.01	11601.46	12181.53	12790.61
	A	114,535	120,261	126,274	132,588	139,217	146,178	153,487
	H	55.065	57.818	60.709	63.744	66.931	70.278	73.792
	B	4405.18	4625.43	4856.71	5099.54	5354.52	5622.25	5903.36
			0.05	0.05	0.05	0.05	0.05	0.05
59.5	M	9696.15	10180.96	10690.01	11224.51	11785.73	12375.02	12993.77
	A	116,354	122,172	128,280	134,694	141,429	148,500	155,925
	H	55.939	58.736	61.673	64.757	67.995	71.394	74.964
	B	4475.15	4698.90	4933.85	5180.54	5439.57	5711.55	5997.13
			0.05	0.05	0.05	0.05	0.05	0.05
60.0	M	9847.76	10340.15	10857.15	11400.01	11970.01	12568.51	13196.94
	A	118,173	124,082	130,286	136,800	143,640	150,822	158,363
	H	56.814	59.655	62.637	65.769	69.058	72.511	76.136
	B	4545.12	4772.37	5010.99	5261.54	5524.62	5800.85	6090.89

AN AGREEMENT BETWEEN  
THE CITY OF YORK, NEBRASKA  
AND  
THE YORK PROFESSIONAL FIRE FIGHTERS LOCAL 1648  
  
FOR THE PERIOD OF  
SEPTEMBER 27, 2021 THROUGH SEPTEMBER 30<sup>TH</sup>, 2022

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## ARTICLE I

### RECOGNITION

Section 1.1 The City recognizes the York Professional Fire Fighters Local 1648 as the sole and exclusive collective bargaining representative for the positions of: Fire Medic I, Fire Medic II, Fire Medic IV, and Fire Captain of the York Fire Department.

## ARTICLE II

### DEFINITIONS

Section 2.1 For the purposes of the agreement, the following words, terms, and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

Section 2.2 Department shall mean the Fire Department of the City of York, Nebraska.

Section 2.3 Employee shall mean any employee represented by the York Professional Fire Fighters Local 1648.

Section 2.4 Department Head shall mean the Fire Chief of the City of York, Nebraska.

Section 2.5 City, or Employer, shall mean they City of York, Nebraska.

Section 2.6 YPFL shall mean the York Professional Fire Fighters Local 1648.

Section 2.7 Bargaining unit members shall mean Fire Medic I, Fire Medic II, Fire Medic IV, and Fire Captains employed by the City of York.

Section 2.8 Retirement shall mean twenty (20) years of continuous service or age fifty-five (55), which ever shall occur sooner.

## ARTICLE III

### CHECK-OFF

Section 3.1 The City shall deduct regular annual YPFL dues from the pay of each employee covered by this agreement, provided that at the time of such deduction there is in possession of the City Clerk's Office of the City a current written agreement, executed by the employee, in the form and according to the terms of an authorization form to make such deduction, attached thereto, marked Appendix B, and made a part hereof. The employee may revoke such authorization at any time by giving written notice thereof to the City Clerk's Office.

Section 3.2 Previously signed and unrevoked written authorization shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorization of other employees rehired or reinstated shall not be considered to be effective.

Section 3.3 Such authorization shall be divided equally between the twenty-six (26) pay periods of each calendar year and will be remitted to the duly designated YPFL Official on a monthly basis. The YPFL shall advise the City Clerk's Office in writing of the name of such official.

Section 3.4 The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which the YPFL dues are normally deducted after written notification to the City Clerk's Office of the error. If the City makes an overpayment to the YPFL, the City will deduct that amount from the next remittance to the YPFL. The YPFL agrees to indemnify and hold the City harmless against any and all claims, suits, and orders of judgements brought against the City as a result of any action taken or not taken by the City under the provisions of this article.

## ARTICLE IV

### LEAVE

Section 4.1 SICK LEAVE – Each full-time employee working 24-hour shifts, shall accrue sixteen (16) hours of paid sick leave per month or one hundred ninety-two (192) hours per year. Sick leave will be accrued per pay period (7.39 hours per pay period). Sick leave shall not accrue beyond one thousand, four hundred and sixty (1,460) hours.

Upon death or retirement from the City, the employee shall receive pay for fifty percent (50%) of current accumulated sick leave to a maximum of six hundred seventy two (672) hours paid.

Section 4.2 HOLIDAYS – When a holiday falls on a scheduled working day, the employee shall be compensated at a rate of two times his/her regular base pay for actual time worked.

When a holiday falls on a regular day off, the employee shall be compensated for twelve (12) hours in addition to his/her regular base pay at straight time. Employees shall be granted the following paid holidays:

- New Years Day
- Martin Luther King Jr. Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Floating Holiday

Section 4.3 VACATION LEAVE – Fulltime regular employees shall become eligible for vacation based upon length of service as follows:

- 144 hours per year after the first anniversary of employment  
(6 twenty-four-hour shifts)
- 180 hours per year after the fifth anniversary of employment  
(7.5 twenty-four-hour shifts)
- 216 hours per year after the tenth anniversary of employment  
(9 twenty-four-hour shifts)
- 240 hours per year after the fifteenth anniversary of employment  
(10 twenty-four-hour shifts)
- 288 hours per year after the twentieth anniversary of employment  
(12 twenty-four-hour shifts)

Vacation leave is accrued per pay period (26 pay periods per year). Effective January 1<sup>st</sup>, 2017, all employees maximum allowable vacation accrual is their current year's accrual plus 53 hours. Effective January 1<sup>st</sup>, 2017, employees will not accrue more than the maximum as defined above. Employees must account for per period vacation leave accrual independently, as not to miss an accrual because they have reached the maximum.

Section 4.4 COMPENSATORY TIME – Full time employees may take overtime in wages or compensatory time, as determined by the employee. In the event the employee determines to accrue compensatory time, said time shall not exceed ninety-six (96) hours. Compensatory time earned must be taken within one year of being earned. Compensatory time is to be managed by the Fire Chief.

Section 4.5 MILITARY LEAVE – Employees, who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Employees shall receive a military leave of absence of one hundred sixty-eight (168) hours each calendar year. Such military leave of absence may be taken in hourly increments and shall be in addition to the regular annual leave of the employee. When the Governor of this state declares that a state of emergency exists and any employees are ordered to active service of the state, a state of emergency leave of absence will be granted until such member is released from active service of the state by a competent authority. A military leave of absence shall not be used during a state of emergency declared by the Governor. Other forms of leave may be granted. During a state of emergency leave of absence because of the call of the Governor, any employee subject to this section shall receive his or her normal salary or compensation minus the state active-duty base pay her or she receives in active service of the state.

## ARTICLE V

### MAINTENANCE OF STANDARDS

Section 5.1 Nothing contained in this Agreement shall be construed as repealing any lawfully recognized benefit provide through the City for employees of the bargaining unit, and no employee shall inadvertently suffer any loss of wages, hours, or working conditions by reason of the signing of this Agreement.

Section 5.2 In the event of a conflict between this Agreement and the City or York's or the Department's policies, this Agreement shall control anything to the contrary.

## ARTICLE VI

### WAGES

Section 6.1 Employees shall be compensated in accordance with the attached wage scale, Appendix "A".

Section 6.2 All bargaining unit employees shall receive a 3% raise for 2021-2022 effective on October 1<sup>st</sup>, 2021.

Section 6.3 All bargaining unit employees shall receive a premium pay bonus as outlined in Appendix C on the pay period ending October 10, 2021.

Section 6.4 When a full-time employee, working 24-hour shifts, takes paid vacation, paid sick leave, or a floating holiday in the pay week that he/she is scheduled for three (3) shifts, the employee will be paid time and one-half (1.5) for hours paid over fifty-three (53). This does not apply if the employee is using compensatory time.

## ARTICLE VII

### WORKING OUT OF CLASSIFICATION

Section 7.1 – When a full-time employee, working 24-hour shifts, is assigned to act as Captain, and performs said duties; the employee shall be compensated at a rate of 5% above the step in which the employee is currently paid for the actual hours worked as Captain starting with the first hour worked, so long as the assignment is for a 24-hour shift.

## ARTICLE VIII

### LONGEVITY PAY

Section 8.1 – All bargaining unit employees will no longer accrue longevity pay at the rate of one (1) percent of base pay for each five (5) years of continuous service. The longevity pay that the bargaining unit employees have earned will become part of their base pay as outlined in Appendix "A".

## ARTICLE IX

### INSURANCE

Section 9.1 Employees and their families shall be entitled to enroll in the City's Group Health Insurance Program. The City shall pay one hundred (100) percent of the health insurance premiums for single coverage and seventy (70) percent of the difference between single coverage and family coverage of health insurance. The employee shall pay zero (0)

percent of the health insurance premiums for single coverage and thirty (30) percent of the difference between single coverage and family coverage of health insurance.

## ARTICLE X

### STEP INCREASES

Section 10.1 All bargaining unit employees shall receive a step increase to the next higher level in accordance with Appendix "A". All bargaining unit employees shall be given a step increase after successful completion of their six (6) month probationary period. All bargaining unit employees shall then receive a step increase each year after the employee's anniversary date, upon satisfactory performance review. The anniversary date of the employee shall be the date upon which employment started with the city.

## ARTICLE XI

### TERM OF AGREEMENT

Section 11.1 This Agreement, with all of its terms, shall be in full force and effective from September 27th, 2021 to, and including September 30<sup>th</sup>, 2022.

Section 11.2 This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement and shall be extended until such time as both parties approve a new or modified agreement.

Section 11.3 This Agreement shall be automatically renewed from year to year thereafter unless either party desires to modify this Agreement or any part thereof; it shall notify the other in writing no later than the first day of June.

## ARTICLE XII

### C.I.R. WAIVER

Section 12.1 As a result of negotiations, and in consideration of this entire collective bargaining agreement, the YPFL, on behalf of all its members, and the City, and all its representatives, hereby knowingly, intelligently, and voluntarily waive their rights to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages and fringe benefits, or any other conditions of employment with respect to the time period between October 1<sup>st</sup>, 2021 through September 30<sup>th</sup>, 2021.

IN WITNESS HEREOF, said parties have caused duplicate copies hereof to be executed by their duly authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

CITY OF YORK, NEBRASKA

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor

WITNESS

YORK PROFESSIONAL FIRE FIGHTERS LOCAL 1648 – YORK, NEBRASKA

\_\_\_\_\_

President

APPENDIX A

CITY OF YORK - FIRE DEPARTMENT									
FINAL 2021-2022 PAY SCHEDULES (Effective 9/27/2021 - 3% increase)									
Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
F1	M	3509.56	3674.14	3846.75	4027.62	4216.70	4414.97	4622.19	4858.33
FM1	A	42,115	44,090	46,161	48,331	50,600	52,980	55,466	58,300
EMT	H	20,247	21,197	22,193	23,236	24,327	25,471	26,666	28,029
	B	1619.80	1695.76	1775.42	1858.90	1946.17	2037.68	2133.32	2242.31
Hourly (53 hr/wk)		15.281	15.998	16.749	17.537	18.360	19.223	20.126	21.154
% increase			4.69%	4.70%	4.70%	4.69%	4.70%	4.69%	5.11%
F2	M	3685.83	3859.02	4040.43	4230.25	4428.78	4636.51	4854.50	5100.10
FM2	A	44,230	46,308	48,485	50,763	53,145	55,638	58,254	61,201
***EMTI	H	21,264	22,264	23,310	24,405	25,551	26,749	28,007	29,424
	B	1701.15	1781.09	1864.81	1952.42	2044.05	2139.93	2240.54	2353.89
Hourly (53 hr/wk)		16.049	16.803	17.593	18.419	19.284	20.188	21.137	22.207
% increase			4.70%	4.70%	4.70%	4.69%	4.69%	4.70%	5.06%
F3	M	3788.93	3970.83	4161.43	4361.24	4570.26	4789.51	5019.50	5254.62
FM4	A	45,467	47,650	49,937	52,335	54,843	57,474	60,234	63,055
Paramedic	H	21,859	22,909	24,008	25,161	26,367	27,632	28,959	30,315
	B	1748.74	1832.69	1920.66	2012.88	2109.35	2210.54	2316.69	2425.21
Hourly (53 hr/wk)		16.498	17.290	18.119	18.989	19.900	20.854	21.856	22.879
% increase			4.80%	4.80%	4.80%	4.79%	4.80%	4.80%	4.68%
F4	M	4269.39	4482.86	4706.87	4942.25	5189.38	5448.54	5721.01	6007.06
CAPTAIN	A	51,233	53,794	56,482	59,307	62,273	65,382	68,652	72,085
	H	24,631	25,863	27,155	28,513	29,939	31,434	33,006	34,656
	B	1970.49	2069.01	2172.40	2281.04	2395.10	2514.71	2640.47	2772.49
Hourly (53 hr/wk)		18.590	19.519	20.494	21.519	22.595	23.724	24.910	26.156
% increase			5.00%	5.00%	5.00%	5.00%	4.99%	5.00%	5.00%
The following employees will also receive a pay adjustment based on the 2019-20 contract:									
				PAY SCALE	HOURLY ADJ.	2021-22 PAY RATE			
		GRADE	STEP						
Dan Robinson		F4	7	24,910	1.118	26,028			
Clay Stodieck		F1	8	21,154	0.997	22,151			
John Wemhoff		F2	8	22,207	0.837	23,044			
Roy Nickels		F4	6	23,724	0.863	24,587			
Tom Bredwell		F1	8	21,154	0.598	21,752			
Matt Nunnenkamp		F3	8	22,879	0.216	23,095			
Brian Quick		F4	8	26,156	0.247	26,403			
Erick Brekke		F1	8	21,154	0.199	21,353			
Brett Sorensen		F3	8	22,879	0.216	23,095			

APPENDIX B

**Authorization for Payroll Deduction  
York Professional Fire Fighters Association**

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earning each payroll period, the amount of \$15.00, totaling \$390.00 per calendar year and make same in payment to York Professional Fire Fighters Local 1648. This authorization is revocable at any time upon giving written notice to the City Clerk of the City of York, NE.

This assessment will be for 26 pay periods.

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Union Member Name

Signature

---

Address

---

Date

## APPENDIX C

### **2021-2022 American Rescue Plan Premium Pay**

Pursuant to Department of Treasury Guidance (June 24<sup>th</sup>, 2021), the City of York will provide retrospective premium pay to selected employees.

**Sectors:** Employees covered include the Police Chief, sworn police officers, sergeants and animal control/property enforcement staff, the Assistant Fire Chief, and the full-time paid fire fighters employed by the city as of October 1, 2021. Given the size of the Police Department and the Fire Department in the city of York, administrative leadership in both departments regularly spend time as front-line workers alongside the officers, sergeants and fire fighters.

**Responsiveness to the health emergency:** These members of the Police and Fire Department performed essential work to protect people in the community and to transport people needing medical care. During the Covid emergency, these workers had increased risk of exposure due to the nature of their work. They were also required to change procedures to reduce risk in the community.

**Goal:** The retrospective premium pay provides a recognition for the additional burden that these employees carried during the public health emergency and their roles in reducing the risk to others in the community.

**Approach:** The process for calculating retrospective premium pay is to calculate 1% of the pay that the employee earned between October 2020 and September 2021. This amount of retrospective premium pay will be distributed to the employees as a one-time payment after October 1, 2021. None of the employees covered by this policy would be low-income workers, so no accommodation for low-income workers was employed.

RESOLUTION NO. 2021-27

WHEREAS the City of York Personnel Rules and Regulations are currently being revised;  
and

WHEREAS the City of York has workforce needs that could be met with a change in the Personnel Rules and Regulations concerning retired employees.

THEREFORE, be it resolved by the City Council that the following language in the current manual in the section "Retirement System" will not be enforced in the City of York, effective immediately: "C. Rehiring of Retired Employees: Employees who have retired from active City employment shall not be eligible for rehire."

Dated this 2<sup>nd</sup> day of September, 2021.

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Barry Redfern, Mayor

ATTEST:

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C. Jean Thiele, City Clerk