

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, November 18, 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 November 4, 2021
5. Departmental Reports
6. Cash Balances for the month of September 2021 - preliminary through 11/04/21 claims and prior to audit and October 2021 Revenues and Expenditures
7. Claims of Elected Officials
 - 7.1. Claim of Tony North for North Printing & Office Supply in the amount of \$1,380.04
8. Claims for the period November 5, 2021 through November 18, 2021
9. City Administrator Report
10. Appointment of a City Clerk
11. Department of Economic Department presentation
12. Preliminary and Final plat of Campbell Subdivision
13. Consider approval of a bid from Dan Robinson in the amount of \$21,057.00 - the lowest bid received - for replacing ceiling tiles in the city offices
14. Approval of a Model 27 Caterpillar 627K Wheel Tractor Scraper for the landfill in the amount of \$923,600.00 Per Source Well Bids. This amount will be a part of the landfill bonds

15. Ordinance Approving an Amendment to Service Agreement between the City of York and the York Area Solid Waste Agency relating to disposal of solid waste and additional bonds to be issued by said agency - Ordinance No. 2303
 - 15.1. Consider suspending the rules on Ordinance 2303
 - 15.1.1. Passage of Ordinance. 2303
16. Amend Chapter 20 - Libraries to provide that recommendations by the Library Advisory Board are made to the Library Director and to delete references to the City Clerk-Treasurer - Ordinance 2304
 - 16.1. Consider suspending the rules on Ordinance 2304
 - 16.2. Passage of Ordinance 2304
17. Amend Chapter 9 Building to adopt International Building Code - 2018 Edition - Ordinance 2305
 - 17.1. Suspend the rules on Ordinance 2305
 - 17.2. Passage of Ordinance 2305
18. Amend Chapter 29 Heating, Ventilating and Cooling to enact an additional section to create license requirements and adopt the International Mechanical Code - 2018 Edition - Ordinance 2306
 - 18.1. Suspend the rules on Ordinance 2306
 - 18.2. Passage of Ordinance 2306
19. Amend Chapter 28 Plumbing to adopt International Plumbing Code , 2018 Edition - Ordinance 2307
 - 19.1. Suspend the rules on Ordinance 2307
 - 19.2. Adopt Ordinance 2307
20. Amend Chapter 34 Streets and Sidewalks to require a permit for non-conforming mail box supports - Ordinance 2308
 - 20.1. Suspend the rules on Ordinance 2308
 - 20.2. Adopt Ordinance 2308

21. Adjournment

**REGULAR MEETING
CITY COUNCIL, YORK, NEBRASKA
NOVEMBER 4, 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.

ROLL CALL

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

Notice of this meeting was given in advance thereof by publication in the York News Times on October 30, 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 North moved and Councilmember Hubbard seconded that the Minutes of the October 21, 2021 meeting be approved.

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

CLAIMS OF ELECTED OFFICIAL

Councilmember Lones moved and Councilmember Wilkinson seconded that the claim of Tony North for North Printing and Office Supply Co. in the amount of \$1,445.68 be approved and paid.

Roll Call Vote: Ayes: , Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and Wilkinson. Nays: None. . Councilmember North declared a conflict of interest inasmuch as he is owner of North Printing & Office Supply and abstained from voting. Motion Carried..

CLAIMS

Councilmember Lones moved and Councilmember Wilkinson seconded that the claims for the period October 22, 2021 through November 4, 2021 be approved and paid.

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

CITY ADMINISTRATOR REPORT

The City Administrator advised that there is a lot of difference between her being State Senator and City Administrator – as State Senator she had plenty of time to study the issues – here things happen quickly and told the Council that if they had any questions, they could contact her at any time.

APPROVE PURCHASE OF A UTILITY VAN FOR THE CUSTODIANS

Councilmember Lones moved and Councilmember North seconded to approve the purchase of a 2021 Half Ton Ford Utility Van from Anderson Ford (per State of Nebraska bid) for use by the custodians in the amount of \$24,579.00. The Director of Parks and Recreation stated that the old van will be traded in.

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

ANNUAL REPORT OF PARKS AND RECREATION

The Director of Parks and Recreation presented a 2020-2021 Fact Sheet showing usage of the Community Center, Family Aquatic Center, City Auditorium, Ballpark Complex and Parks.

APPROVE PURCHASE OF A PLAYWORLD SALE STRUCTURE

The Parks Director stated that this is a tots playground equipment.

Councilmember VanEsch moved and Councilmember Sheppard seconded to approve the bid of Fry & Associates in the amount of \$24,903 per a Source Well bid.

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

APPROVE PURCHASE OF A BOBCAT SKID STEER LOADER FOR THE STREET DEPARTMENT

Councilmember Wilkinson moved and Councilmember North seconded to approve the purchase of a Bobcat Skid Steer Loader for the Street Department in the amount of \$23,540.00 from York Equipment Co. per State of Nebraska bid.

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

APPROVE PURCHASE OF A BOBCAT TRACK LOADER FOR THE WATER DEPARTMENT

Councilmember Pieper moved and Councilmember Lones seconded to approve the purchase of a Bobcat T76 Track Loader for the water department in the amount of \$31,500 from York Equipment Co. per State of Nebraska bid. The Director of Public Works advised that this loader costs more due to the fact that it has tracks.

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

APPROVE SECOND AMENDED INTER-LOCAL AGREEMENT BETWEEN THE COUNTY OF YORK AND CITY OF YORK REGARDING A JOINT COMMUNICATIONS AGENCY

The Mayor advised that prior the County And City had amended the agreement to eliminate the payments of the 911 payments from the City and County and the agreement has been redrawn to incorporate the amendments.

Councilmember Hubbard moved and Councilmember Wilkinson seconded that the Second Amended Interlocal Agreement between the County of York and City of York to establish a joint Communications Agency be approved.

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

APPROVE CDBG GRANT IN THE AMOUNT OF \$435,000

Chamber of Commerce Director advised that the prior grants for the downtown revitalization projects have been very successful and recommended approval this this grant.

Councilmember Lones moved and Councilmember Wilkinson seconded to authorize the Mayor to sign Agreement No. 21-DTR-014 with the Nebraska Department of Economic Development Block Grant in the amount of \$435,000.

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

ADJOURNMENT

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 7:14 o'clock p.m.

C. Jean Thiele, City Clerk

Barry Redfern, Mayor

DEPARTMENTAL REPORTS

SEPTEMBER 2021

COMMUNITY CENTER

FIRE

KILGORE MEMORIAL LIBRARY

POLICE

PUBLIC WORKS

Community Center

Daily Totals at the City Auditorium:

Wednesday	9/1/2021	28		Thursday	9/16/2021	15
Thursday	9/2/2021	19		Friday	9/17/2021	38
Friday	9/3/2021	39		Saturday	9/18/2021	4
Saturday	9/4/2021	9		Sunday	9/19/2021	CLOSED
Sunday	9/5/2021	CLOSED		Monday	9/20/2021	9
Monday	9/6/2021	CLOSED		Tuesday	9/21/2021	26
Tuesday	9/7/2021	24		Wednesday	9/22/2021	32
Wednesday	9/8/2021	27		Thursday	9/23/2021	17
Thursday	9/9/2021	CLOSED		Friday	9/24/2021	34
Friday	9/10/2021	CLOSED		Saturday	9/25/2021	3
Saturday	9/11/2021	CLOSED		Sunday	9/26/2021	CLOSED
Sunday	9/12/2021	CLOSED		Monday	9/27/2021	4
Monday	9/13/2021	4		Tuesday	9/28/2021	30
Tuesday	9/14/2021	12		Wednesday	9/29/2021	21
Wednesday	9/15/2021	22		Thursday	9/30/2021	42

York College: Included in Daily Totals

Museum: Closed for Renovations

Total Income (Unofficial): \$5,050.00

	CASH	CHECK	CREDIT	TOTAL	Center Admission	FAC Admission	Center Programs	FAC Programs	Center Rentals	Aud Admission	Aud Rentals	Misc
TOTALS	\$5.00	\$4,785.00	\$260.00	\$5,050.00	\$0.00	\$0.00	\$325.00	\$0.00	\$0.00	\$0.00	\$1,475.00	\$3,250.00

Adult/Community/Youth Programs/Leagues:

The programs/leagues in September included Story Walk, Pickleball Open Rec, Noon Ball, Coed Softball League, Sandbox Saturdays, Bike at Night, and Yorkfest Coed 6’s Sand Volleyball Tournament.

There were no Community Center rentals/reservations in September due to Community Center renovations. Programs/leagues that were previously at the Community Center are now at the City Auditorium due to the Community Center closure until tentatively early next year.

Auditorium

There were 37 Auditorium rentals/reservations in September for YPR programs/leagues (Pickleball Open Rec & Noon Ball), Flights of Honor display, Parks and Recreation Board meetings, a Chamber meeting, a Peyton Parker Lane Playground meeting, a rain date for ground breaking, and a housing meeting.

Parks

There were 10 park shelter rentals/reservations in September:

7 East Hill Park shelter rentals/reservations for YPR programs (Sandbox Saturdays & Yorkfest Coed 6’s Sand Volleyball tournament), a family picnic, a YHS boys V tennis invitational, a birthday party, a memorial family meal, and YHS boys JV & V duals.

3 Harrison Park shelter rentals/reservations for a YHS boys V tennis invitational, a Boy Scouts Pack 173 gathering, and YHS boys JV & V duals.

There were 8 Levitt Stadium rentals/reservations in September for YHS 9th grade football games, YHS JV & V football games, and YMS 7th grade football games.

There was 1 Beaver Creek Park rental/reservation for a YPR program (Bike at Night).

Family Aquatic Center

There were no FAC rentals/reservations in September due to the end of season closure in August.

Ballpark Complex

There were 3 Miller Park rentals/reservations in September for a YPR program (Coed Softball League).

There was 1 Ballpark Complex batting cage rental/reservation in September for a softball practice.

There were 145 Ballpark Complex field rentals/reservations in September for YC baseball practices, YC softball practices, YHS softball practices and games, Fusion softball practices, Knights baseball practices, a softball practice.

Total Income (Unofficial): \$3,833.00

	CASH	CHECK	CREDIT	TOTAL	Sponsorships	Complex Concession	Miller Concession	Concession Total	Rental Fee	Player Fee
TOTALS	\$1,007.00	\$2,730.00	\$96.00	\$3,833.00	\$2,700.00	\$912.50	\$0.00	\$1,133.00		

Supplyworks

Auditorium	248.22
Police Dept	195.93
City Office	114.42
Fire Dept	132.53
Library	144.44
Parks	460.49
Total:	1296.03

Report Completed by Cheree Folts, Director of Parks and Recreation on 10/19/2021

YORK FIRE DEPARTMENT

September 2021 Monthly Report

York Fire Department responded to 131 calls for service in September of 2021. On the fire side we responded to 1 automatic alarm, 1 grass fire, 2 vehicle fires with damage of \$5200, 1 storage fire, 1 carbon monoxide incident, and 1 natural gas leak with no problems found. There was 1 reported structure fire but it was contained to the pot on the stove. We did have to ventilate. There was also a run number for our live fire training.

We responded to 91 – 911 calls for EMS service, 57 of those 911 calls were for Advanced Life Support and 34 of those 911 calls were for Basic Life Support with 3 lift assists. We did 24 Inter-Agency transfers for the month of April. We also did 4 EMS standbys mostly for York High Football.

Training for the month of September started on the 21st with a flow path class for some of our newer people. This miniature house when burned will show the path of flame and smoke. We then stocked the house we burned the following weekend. On the 25th we did live fire training on an acquired structure at 1402 HWY 34. Items trained on were, tanker operations, rural water supply, fire engine drafting, use of SCBA, stretching of hose lines, and fire behavior. We had over 20 members attend. We also used 2 tanker trucks from the Waco VFD. On the 28th we then got our task books out and did tanker and 651 truck certifications. 2 of our volunteer firefighters were certified in firefighter 1 and 3 were certified in Haz mat operations. 2 volunteer firefighters were taken off probation, Nancy Davidson and Jacob Stutzman. We had tours of MacLean Beef and York Cold Storage and we did elevator rescue training for the shifts.

We had a lot of activities in September. We had a very good pancake feed turnout on September 11th. Followed by the parade. York Fire Departments parade float entry was a patriotic 20th anniversary of 09/01/2001. There were lots of flags and 343. York Fire was awarded the Overall Best Parade Entry. This was a great public relations event for YFD. Then with the cooperation of our mutual aid members we had them all line up their trucks behind the float and our trucks in a great show of unity. I personally thanked each fire department for taking part in our event. The Acting Fire Chief attended the Local Emergency Planning Council meeting at the York Courthouse on the 16th. We did a fire extinguisher class for Collins Aerospace on the 22nd.

Respectfully submitted,

Anthony Bestwick

Acting Fire Chief

Kilgore Memorial Library
Director's Report
Prepared for the October 21, 2021
York City Council meeting

1. The Elmer Baker Display Case is filled with a fall display by library staff member, Diane Crowder. The Kent Bedient Gallery has a poster display commemorating the 20th anniversary of 9/11 from the 9/11 Memorial & Museum. This display is still being enjoyed by the public and will be replaced in November.
2. Our very own Rachel Mayfield was awarded the Sandra Herzinger Award by the Technical Services Round Table (TSRT) of the Nebraska Library Association (NLA). This state award is to recognize distinguished service by a member. The award was announced during the Nebraska Library Association's annual conference.
3. Library staff members Diane Crowder, Janey Due and Deb Robertson along with the president of the Friends of the Library, Irene Duncan, attended the Nebraska Library Association's annual meeting sessions, held on October 13, on the topic of Makerspace and library services. In the morning the York group toured Do Space in Omaha, the afternoon session was held at the La Vista Public Library where there were demonstrations of Makerspace equipment and a panel presentation from several Nebraska libraries with these tools. The evening session was held at Papillion Landing where we toured the library's spaces and learned about their experience with programming in their Makerspace area. They also shared insights on their Innovation Lab targeting teens with gaming and other innovative technologies.
4. Our youth services staff led by Carol Baker hosted a Mad Hatter Tea Party during regular story time on September 21. This event was enjoyed by over 30 children and their care givers. This included classes from two local day care centers.
5. Library Assistant, Janey Due, has developed a program repurposing books headed to the recycle bin into Christmas decorations. The Christmas Craft Club is a test to learn if there is interest in this type of activity to add a monthly meeting to repurpose old books and other paper into journals or crafts. This activity is designed with families in mind.
6. Tyler Nelson has been working on a wiring project to clean up the tangled mess of network cables in our server room. Having each port labeled with the service it is connected with is amazing!

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	March 2021	April 2021	May 2021	June 2021	July 2021	Aug 2021	Sept 2021	Year to Date
Added to Physical Collections	313	297	267	357	221	178	306	271	409	301	343	400	3,663
Added to E-Book Collections	669	410	700	473	484	729	630	284	1,180	1,893	2,074	1,158	10,684
Physical item circulation	5,104	4,457	4,594	4,336	4,381	4,579	4,497	4,646	5,669	5,604	4,969	5,044	57,607
E-books Circulations	1,433	1,416	1,473	1,668	1,411	1,495	1,423	1,498	1,651	1,488	1,405	1,285	17,646
New Patrons	24	15	28	18	10	31	31	25	42	29	32	50	335
Public Computer logins	602*	476*	515*	390*	350*	504*	476*	556	539	517	524	562	6,445
Door Count	3,444	3,024	3,146	3,453	3,638	3,979	5,024	4,298	6,019	4,868	4,158	3,004	48,055
Website visits	1,392	1,820	1,714	1,614	1,526	1,787	1,796	2,030	1,884	1,810	2,015	2,030	21,418
Meeting Room Use	803	127	47	79	159	270	553	167	531	139	156	434	3,765

*We have removed four public computers to create social distance between stations since reopening in June 2020.

**All eleven public workstations were put in use on May 28

Data Type	Total 2020	Total 2019	Total 2018
Physical Collections	63,037	63,921	61,933
E-Book Collections	57,200	52,276	47,755
Physical item circulation	45,885	64,409	67,385
E-book Circulations	16,935	12,790	11,587
Registered Borrowers	5,348	8,276	8,527
Public Computer logins	6,391	13,864	12,126
Door Count	36,276	52,003	51,756
Website visits	51,633	59,600	55,582
Meeting Room Use	3,576	5,331	7,963

DEPARTMENT OF PUBLIC WORKS

MONTHLY REPORT

September — 2021

STREET DEPARTMENT

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

Street	74	Airport	14	Park	25	Fire	0
Police	6	Landfill	0	Wastewater	4	Water	4

The street sweeper did not operate in September.

Other major labor activities included:

Job	Hours
General maintenance	137
Building maintenance	7
Right-of-way maintenance	60
Gravel street/alley maintenance	34
Snow removal	0
Mowing/weed control	29
Tree/shrub maintenance	16
Paved surface maintenance	616
Equipment services	0
Traffic signing/signal installation/repair	2
Shop cleaning	20
Property Maintenance	2
TOTAL	923

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Trash removal	72
Restroom cleaning	47
Paved surface maintenance	4
Property maintenance	32
Mowing/weed control	226
Tree/shrub maintenance	37
Building maintenance	3
Ball field maintenance	151
Playground equipment maintenance	0
Equipment services	2
TOTAL	574

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	10
Building maintenance	12
Property maintenance	0
TOTAL	22

AUDITORIUM

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	0
Mowing/weed control	0
Building maintenance	0
Property maintenance	4
TOTAL	4

COMMUNITY CENTER

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	21
Building maintenance	4
Mowing/weed control	3
Sidewalk repair	21
TOTAL	49

WASTEWATER TREATMENT PLANT

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

	Last Month	2021	2020	Units
Total flow	29,553,510	29,895,175	29,243,589	gallons
Average flow/day	853,339	996,505	974,786	gallons
Average flow/person	119	125	121	gallons
Grit and screenings to landfill	23.37	141.28	55.94	tons
Bio solids wasted	1.076237	1.327583	.922981	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	135
Laboratory testing	72
Sludge removal	8
Equipment maintenance	158
General maintenance	19
Building maintenance	25
Sewer system maintenance	35
Property maintenance	107
Mowing/weed control	35
One-call locates	12
TOTAL	606

WATER DEPARTMENT

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

	Last Month	2021	2020	Unit
Total water pumped	67,156,000	48,880,000	49,546,000	gallons
Total water billed	75,758,700	37,349,745	36,779,595	gallons
Average use per day	2,166,323	1,629,333	1,651,533	gallons
Average use per person	271	204	206	gallons
Total electricity used	109,465	78,102	79,785	kW
Pumps yield	613	626	621	gallons/kW
Peak pumping date	15 th	27 th	30 th	
Peak amount	2,868,000	2,479,000	2,304,000	gallons

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

	2021	2020
Water bills	1,730	1,718
Sewer bills	1,646	1,637
New taps	0	1" – 2
Service leaks	1	0
Main leaks	0	0
Diggers Hotline calls	122	115

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	28
Meter reading	28
Meter maintenance	0
Mowing/weed control	17
Pump/well maintenance	0
Final notice collection	2
Distribution maintenance	290
One-call locates	12
Property Maintenance	9
TOTAL	386

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2021		2020	
	Trips	Tons	Trips	Tons
Landfill	707	2259.05	725	2463.39
C & D	112	312.71	224	594.41
Transfer Station	134	31.96	139	24.94
Brush Pile	92	30.57	114	96.33
Tire Pile	7	0.00	4	0.00
Metal Roll-off	12	0.00	16	0.00
Recyclables	1	0.00	0	0.00
Total	1065	2634.29	1222	3179.07

Revenue collected during September totaled \$156,835.19. The same period last year totaled \$140,528.69.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	199
Landfill Equipment	575
Wind screen & litter control	0
Mowing/weed control	18
TOTAL	792

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	101
Building maintenance	0
Mowing/weed control	0
TOTAL	101

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	923	26	5.8
Parks/FAC	596	17	3.7
Auditorium/Community Center	53	2	0.3
Landfill	792	23	5.0
Wastewater	606	18	3.8
Water	386	11	2.4
Airport	101	3	0.6
TOTAL	3457	100	21.6

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2021	2020	Permits Issued:	2021	2020
Building	37	46	Building	27	21
Electrical	29	38	Electrical	5	2
Plumbing	21	34	Plumbing	3	1
Mechanical	11	27	Mechanical	9	2
Nuisance	7	0	Curb/Street	1	1
Total	105	145	Total	45	27

Twenty-seven (27) permits were issued in September for a value of \$804,700.65, which brings the total for the year to \$6,040,917.87. (See attached.)

Permits of note issued:

- York College Renovation & parking lot addition \$590,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works met on September 14, 2021. Minutes of the meeting are attached.

Board of Public Works
September 14, 2021 4:00 PM
City Administrator's Office

Attendance taken at 4:00 P.M.

Present Board Members:

Bill Williamsen

Matt Leif

Greg Staehr

Kenny Ekeler

Absent:

Marlowe Wall

Also present:

James Paul, Director of Public Works

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

Motion Passed: Minutes of the August meeting passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

4. Farm Management Report

Motion Passed: The August Farm Management Report passed with a motion by Marlowe Wall and a second by Kenny Ekeler.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

5. Wastewater Financial Reports

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

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

6. Water Financial Reports

Motion Passed: The August Water Financial Reports passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

7. Wastewater Claims

Motion Passed: The August Wastewater Claims passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

7. Water Claims

Motion Passed: The August Water Claims passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

8. Director of Public Works Report

Motion Passed: The August Director of Public Works Report passed with a motion by Marlowe Wall and a second by Matt Leif.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

Meeting Adjourned at 4:20 P.M.

Heidi Gregg

Building Permits issued in September 2021

06-Oct-21

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
98031	Tim Gardner	119 S. Delaware Ave		Replace concrete in ROW	2,000.00
98033	Steve Norquest	36 Edison Ave.		Replace portion of sidewalk & drive	5,000.00
98036	Richard Olivera	51 S. Nebraska Ave.		Privacy fence	500.00
98037	Bill Hoefener	929 E. 14th St.		Re-roof	14,500.00
98038	Kelly Mostrom	1306 Road L		Concrete patio & fence	8,000.00
98040	Janet Jensen	1213 N. Iowa Ave.		Rebuild deck, move fence in, remov	2,000.00
98041	Dennis Dooley	331 S. Delaware Ave.		Windmill	2,000.00
98042	Brady Fickenscher	304 S. Delaware Ave		Privacy fence	12,000.00
98043	Richard Kant	1115 E. Nobes Rd.		Re-roof	13,200.00
98044	Matt Holthe	1717 Duke Circle		Egress window	8,335.53
98045	Lincoln Tel & Tel Co	409 E. 6th St.		Sign	7,500.00
98046	Dan Danhauer	552 W. 7th St.		Approach & sidewalk replacement	6,000.00
98047	Dannot LLC	514 E. 13th St.		Replace foundation in garage	4,000.00
98050	Dawn Sloan	926 Alice Ave		Additions	36,000.00
98051	Terry Knight	713 W. Nobes Rd.		Deck in backyard	8,000.00
98052	Jodie Ward	412 College Ave.		Replace sidewalk	400.00
98053	Dave Dickey	404 College Ave.		Repair concrete, sidewalk	600.00
98054	Dustin Roberts	515 Florida Ave.		Roof over patio	5,000.00
98055	Linda Dose	903 N. Maine Ave		Fence	3,500.00
98056	Tammy Eikenhorst	1022 Kiplinger Ave.		Re-roof	7,350.00
98057	Karen Jones	557 W. 7th St.		Re-side	14,000.00
98059	Alexander Walker	1807 Nebraska Ave.		Privacy fence	1,600.00

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
98061	Stan Nolte	1047 W. Elm St.		Lower existing deck	250.00
98062	York College	1810 E. 12th St.		Renovation & parking lot addition	590,000.00
98065	Dairy Queen	3608 S. Lincoln Ave.		Enclose dumpster area	10,000.00
98066	Roswitha Crisman	1522 E. 4th St.		Re-roof	10,800.00
98067	Jake Brooke	128 N. Blackburn Ave.		Detached garage	32,165.12
					\$804,700.65
					Permits Issued: 27

CITY OF YORK
CASH BALANCES
for the Month of September 2021 - Preliminary through 11/04/21 claims & prior to audit

Fund #	Fund	10/1/2020 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$3,115,749.28	\$1,293,442.09	\$8,566,475.42	\$647,379.74	\$7,620,582.47	\$4,061,642.23
	American Rescue Plan Act	\$0.00	\$0.00	\$694,322.93	\$0.00	\$0.00	\$694,322.93
10-102	Auditorium	\$0.00	\$12,792.83	\$128,631.87	\$5,105.49	\$107,801.71	\$20,830.16
10-103	Park	\$0.00	\$44,580.50	\$549,028.63	\$47,947.80	\$423,384.64	\$125,643.99
10-104	Police	\$0.00	\$185,297.41	\$2,224,378.62	\$151,419.72	\$1,921,227.99	\$303,150.63
10-105	Community Center	\$0.00	\$31,577.00	\$416,864.60	\$30,868.57	\$346,950.03	\$69,914.57
10-106	Aquatic Center	\$0.00	\$17,821.08	\$313,377.18	\$14,237.37	\$291,482.79	\$21,894.39
10-110	Senior Center	\$0.00	\$1,392.75	\$16,713.00	\$2,397.31	\$16,314.57	\$398.43
10-201	Convention Center	\$0.00	\$40,238.36	\$433,610.97	\$46,138.20	\$422,848.96	\$10,762.01
10-111	Ball Field	\$0.00	\$25,181.72	\$408,770.04	\$32,194.41	\$380,316.18	\$28,453.86
13	User Fees	\$13,000.00	\$0.00	\$3,710.00	\$0.00	\$0.00	\$16,710.00
22	Ambulance	\$0.00	\$140,433.27	\$1,641,186.09	\$106,862.68	\$1,458,263.74	\$182,922.35
22	Fire	\$0.00	\$32,915.08	\$469,578.92	\$45,303.76	\$425,071.63	\$44,507.29
24	Library	\$0.00	\$34,587.80	\$434,649.47	\$45,022.69	\$417,005.94	\$17,643.53
14-144	General Capital-Auditorium	(\$522,690.00)	\$281,000.00	\$3,524,454.47	\$39,133.96	\$2,960,687.21	\$41,077.26
14-145	General Capital-Comm Ctr	(\$7,147.54)	\$0.00	\$2,174,776.33	\$222,613.54	\$1,434,544.90	\$733,083.89
	General Balances	\$2,598,911.74	\$2,141,259.89	\$22,000,528.54	\$1,436,625.24	\$18,226,482.76	\$6,372,957.52
11	Keno	\$44,147.54	\$725.92	\$6,053.92	\$5,800.00	\$6,667.79	\$43,533.67
20	Aviation	\$607,252.10	\$71,414.32	\$296,317.88	\$80,813.59	\$401,653.74	\$501,916.24
20	Aviation - Federal Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Fire Pension	\$326,983.87	\$62.56	\$1,200.23	\$16,715.47	\$159,611.03	\$168,573.07
30	Police Pension	\$223,492.71	\$58.08	\$907.35	\$6,887.68	\$64,319.80	\$160,080.26
32	911 Surcharge	\$52,726.27	\$21.84	\$8,310.19	\$0.00	\$0.00	\$61,036.46
33	Health Insurance	\$1,266,042.99	\$112,453.92	\$1,212,913.26	\$92,777.22	\$1,016,758.84	\$1,462,197.41
	Total Tax Funds	\$5,119,557.22	\$2,325,996.53	\$23,526,231.37	\$1,639,619.20	\$19,875,493.96	\$8,770,294.63
50	Street	\$893,206.19	\$247,857.63	\$3,092,273.69	\$362,257.72	\$2,329,452.78	\$1,656,027.10
70	Landfill-Cash & Invest	\$1,651,058.06	\$158,712.55	\$1,570,530.80	\$116,006.61	\$1,035,677.46	\$2,185,911.40
	Landfill-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Landfill-Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
78	Old Landfill Closure	\$11,767.65	\$7.59	\$74.64	\$0.00	\$0.00	\$11,842.29
79	Landfill Post Closure	\$2,363,417.14	\$1,546.22	\$92,357.49	\$0.00	\$0.00	\$2,455,774.63
	C&D Site Closure/Post Closu	\$163,608.54	\$109.01	\$17,677.77	\$0.00	\$0.00	\$181,286.31
75	Landfill Construction	(\$55,779.17)	\$0.00	\$0.00	\$21,886.37	\$54,800.11	(\$110,579.28)
	Total Non-Tax Funds	\$ 5,027,278.41	\$ 408,233.00	\$ 4,772,914.39	\$ 500,150.70	\$ 3,419,930.35	\$ 6,380,262.45
12	CDBG Revolving Loan	\$28,487.87	\$4,178.31	\$50,171.88	\$0.00	\$0.00	\$78,659.75
12	Housing Grant - Federal Funct	\$58,208.82	(\$0.00)	\$252,259.01	\$117,377.39	\$368,834.88	(\$58,367.05)
12	Buy Rehab Sell	\$82,017.24	\$232.98	\$102,864.65	\$0.00	\$3,527.56	\$181,354.33
60	Federal Street Projects	\$771,633.08	\$332.16	\$171,240.85	\$0.00	\$0.00	\$942,873.93
60	Shadow Brook Project	(\$11,894.68)	\$0.00	\$0.00	\$285.00	\$2,480.00	(\$14,374.68)
19-192	Land Acq - Indust. Park	\$1,028,333.02	\$432.95	\$105,917.24	\$0.00	\$11,778.95	\$1,122,471.31
19-193	Land Acq - Right-of-ways	\$21,140.13	\$0.00	\$0.00	\$0.00	\$0.00	\$21,140.13
19-194	Land Acq - Parks	\$66,046.21	\$0.00	\$0.00	\$0.00	\$0.00	\$66,046.21
19-194	Council of Gov'ts CD's	\$32,289.01	\$0.00	\$0.00	\$0.00	\$0.00	\$32,289.01
16	Total Bond Funds	\$469,551.06	\$65,330.51	\$787,144.45	\$0.00	\$903,327.50	\$353,368.01
40	Total TIF Funds	\$565,487.41	\$3,508.14	\$20,863.31	\$0.00	\$151,205.67	\$435,145.05
	Total Misc. Funds	\$ 3,111,299.17	\$ 74,015.05	\$ 1,490,461.39	\$ 117,662.39	\$ 1,441,154.56	\$ 3,160,606.00
	Total All Funds	\$ 13,258,134.80	\$ 2,808,244.58	\$ 29,789,607.15	\$ 2,257,432.29	\$ 24,736,578.87	\$ 18,311,163.08

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

\$1,681,913.17
\$2,964,792.23
\$7,562,226.88
\$ 30,520,095.36

City of York
LB 357 Funds Summary

	31-Aug-21	9/30/21 Preliminary
LB 357 Funds Allocation		
Cash Balance	\$14,221,129.71	\$14,349,792.78
Less: Quiet Zone	(\$1,503,528.97)	(\$1,503,528.97)
School-Owned Properties	(\$753,520.34)	(\$753,520.34)
Ball Field	(\$9,494,276.31)	(\$9,494,276.31)
City-Owned Properties	(\$862,301.70)	(\$916,553.99)
Total Cash Available	\$1,607,502.39	\$1,681,913.17
 Less Restricted Funds		
Debt Service	(\$213,977.10)	(\$256,772.52)
Debt Service Reserve	\$0.00	\$0.00
Total Unallocated LB 357 Funds	\$1,393,525.29	\$1,425,140.65

City of York Public Works Summary

	31-Aug-21	9/30/21 Preliminary
Wastewater		
Cash Balance	\$6,417,437.71	\$6,524,342.47
Less: Construction Fund	(\$3,559,550.24)	(\$3,559,550.24)
Total Cash Available	\$2,857,887.47	\$2,964,792.23
Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	\$0.00	\$0.00
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
Total Unrestricted Funds	\$2,857,887.47	\$2,964,792.23
Water		
Cash Balance	\$7,338,256.99	\$7,433,836.60
Less: Construction Fund	(\$501,742.25)	(\$536,293.53)
Add: Farm Management Acct	\$664,675.58	\$664,683.81
Total Cash Available	\$7,501,190.32	\$7,562,226.88
Less Restricted Funds		
Operations	(\$108,577.00)	(\$108,577.00)
Debt Service	(\$149,123.93)	(\$208,390.78)
Debt Service Reserve	(\$266,768.69)	(\$266,768.69)
Total Unrestricted Funds	\$6,976,720.70	\$6,978,490.41

City of York

for the Month of September 2021 - Preliminary through 11/04/21 claims & prior to audit

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:				
General	\$4,061,642.23	2,329.31	\$4,059,312.92	Restricted amount is York Comm Found, Museum donations
ARP Act \$	\$694,322.93	\$694,322.93	\$0.00	Restricted grant money
Senior Center	\$398.43		\$398.43	
Police	\$303,150.63		\$303,150.63	
Community Center	\$69,914.57		\$69,914.57	
Park	\$125,643.99		\$125,643.99	
Auditorium	\$20,830.16		\$20,830.16	
Convention Center	\$10,762.01		\$10,762.01	
Aquatic Center	\$21,894.39		\$21,894.39	
Ball Park	\$28,453.86		\$28,453.86	
Total	<u>\$5,337,013.20</u>	<u>\$696,652.24</u>	<u>\$4,640,360.96</u>	
13 User Fees	\$16,710.00	\$16,710.00		Assigned
14 General Capital Projects	\$774,161.15		\$774,161.15	
22 Fire/EMS	\$227,429.64		\$227,429.64	
24 Library	\$17,643.53		\$17,643.53	
30 Police Pension	\$160,080.26		\$160,080.26	
31 Fire Pension	\$168,573.07		\$168,573.07	
Total General	<u>\$6,701,610.85</u>	<u>\$713,362.24</u>	<u>\$5,988,248.61</u>	
50 Street	\$1,656,027.10	\$1,656,027.10		
20 Aviation	\$501,916.24	\$501,916.24		Assigned
16 Debt Service	\$353,368.01	\$353,368.01		
15 LB 357	\$1,681,913.17	\$1,681,913.17		
60 Capital Projects	\$928,499.25	\$928,499.25		
12 CDBG	\$201,647.03	\$201,647.03		
11 Keno	\$43,533.67	\$43,533.67		
19 Sinking	\$1,241,946.66	\$32,289.01	\$1,209,657.65	
32 E911	\$61,036.46	\$61,036.46		
40 TIF	\$435,145.05	\$435,145.05		
Total Governmental	<u>\$13,806,643.49</u>	<u>\$6,608,737.23</u>	<u>\$7,197,906.26</u>	
70 Landfill:				
Landfill	\$2,185,911.40		\$2,185,911.40	
Landfill-Operations	\$0.00	\$0.00		Bond Requirements
Landfill-Debt Service	\$0.00	\$0.00		Bond Requirements
Old Landfill Closure	\$11,842.29	\$11,842.29		
Landfill Closure/Post	\$2,455,774.63	\$2,455,774.63		
C&D Site Closure/Post	\$181,286.31	\$181,286.31		
Construction	(\$110,579.28)		(\$110,579.28)	
Total Landfill	<u>\$4,724,235.35</u>	<u>\$2,648,903.23</u>	<u>\$2,075,332.12</u>	
80 Wastewater	\$2,964,792.23	\$0.00	\$2,964,792.23	
90 Water	\$7,562,226.88	\$583,736.47	\$6,978,490.41	
Total Enterprise	<u>\$15,251,254.46</u>	<u>\$3,232,639.70</u>	<u>\$12,018,614.76</u>	
33 Health Insurance	\$1,462,197.41	\$1,462,197.41		Assigned for insurance claims needs
Total City	<u><u>\$30,520,095.36</u></u>	<u><u>\$11,303,574.34</u></u>	<u><u>\$19,216,521.02</u></u>	

City of York
Revenue & Expenditures vs Budget - October 2021

	Monthly	October		Monthly
	<u>Revenue Budget</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Expenditure Budget</u>
10 General:				
General	697,988.75	739,735.06	773,686.85	831,297.67
Senior Center	1,478.42	1,478.42	355.66	1,478.42
Police	195,498.50	197,115.37	154,382.05	195,498.50
Community Center	44,530.42	35,115.58	19,307.54	44,530.33
Park	61,821.17	46,679.50	30,819.21	61,821.08
Auditorium	13,143.00	12,556.33	5,664.98	13,143.00
Convention Center	54,604.17	57,311.28	27,528.75	54,604.17
Aquatic Center	27,447.42	19,489.08	7,295.46	27,447.42
Ball Park	48,320.67	22,477.09	23,728.57	48,320.67
Total	1,144,832.50	1,131,957.71	1,042,769.07	1,278,141.25
13 User Fees	41.67	-	-	1,368.33
14 General Capital Projects	-	-	41,085.50	54,166.67
22 Fire/EMS	237,734.00	170,985.70	179,560.18	237,734.08
24 Library	50,868.00	39,275.87	34,857.68	50,868.00
30 Police Pension	6,066.42	6,092.09	4,973.43	6,066.42
31 Fire Pension	16,695.75	16,722.23	12,712.68	16,695.75
Total General	1,456,238.33	1,365,033.60	1,315,958.54	1,645,040.50
50 Street	217,061.33	236,665.50	87,407.12	217,061.33
20 Aviation	26,750.00	49,125.70	13,135.20	42,496.50
16 Debt Service	54,539.36	54,593.32	22,654.50	54,539.33
15 LB 357	104,541.67	130,368.22	257,022.50	96,992.92
60 Capital Projects	465,916.67	5,487,356.61	5,216.58	168,854.42
12 CDBG	62,515.50	4,362.37	78,125.56	83,275.83
11 Keno	445.83	944.19	4,370.00	1,129.17
19 Sinking	1,586.25	22,029.61	1,200.51	113,252.92
32 E911	550.00	9.95	-	5,800.00
40 TIF	15,764.58	15,212.06	14,025.60	58,466.42
Total Governmental	2,405,909.53	7,365,701.13	1,799,116.11	2,486,909.33
70 Landfill	478,066.67	109,534.17	36,886.44	698,983.42
80 Wastewater	229,387.25	250,437.28	67,927.31	239,591.75
90 Water	224,772.42	469,532.71	112,699.70	220,029.67
Total Enterprise	932,226.33	829,504.16	217,513.45	1,158,604.83
33 Health Insurance	118,992.33	114,637.73	158,778.31	118,992.33
Total City	3,457,128.20	8,309,843.02	2,175,407.87	3,764,506.50

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	2	310.38	N			
01-00090	THE HOME DEPOT PRO	3	1,604.19	N			
01-00110	MATHESON TRI-GAS	3	329.32	N			
01-00120	JACKSON SERVICES INC	10	486.42	N			
01-00150	MISSIONSQUARE RETIREMENT	2	1,157.38	N			
01-00180	AGRI-PRODUCTS, INC.	1	104.16	N			
01-00200	NEBRASKA MACHINERY CO	1	1,037.47	N			
01-00210	EAKES OFFICE PLUS	1	45.30	N			
01-00290	NORTH PRINTING & OFFICE S	19	1,380.04	N			
01-00340	BOUND TREE MEDICAL LLC	2	839.80	N			
01-00360	CITY OF YORK	3	5,653.71	N			
01-00400	BEAVER BEARING COMPANY	1	6.08	N			
01-00540	GLOBAL TECH, INC.	3	14,764.19	N			
01-00640	NEBRASKA PUBLIC POWER DIS	1	26,468.95	N			
01-00650	NE LAW ENFORCEMENT TRAIN	1	10.00	N			
01-00710	OVERLAND SAND & GRAVEL	2	3,220.69	N			
01-00780	PRESTO X COMPANY	1	49.00	N			
01-00793	CLAY STODIECK	1	62.88	N			
01-00800	BURST, LLC	25	1,132.29	N			
01-00960	GRAINGER	1	93.24	N			
01-00990	ANGLE, MURPHY, VALENTINO	1	42.65	N			
01-01050	MICROFILM IMAGING SYSTEMS	1	120.00	N			
01-01090	BAKER & TAYLOR, INC	2	817.17	N			
01-01270	NABER'S REPAIR SERVICE	1	60.00	Y			
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	5	100.17	N			
01-01340	KOPCHOS SANITATION, INC	7	1,008.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01420	NE CHILD SUPPORT PAYMENT	1	104.77	N			
01-0145	ANTHONY BESTWICK	1	222.05	N			
01-01470	SERVI-TECH LABORATORIES	2	140.30	N			
01-01490	NE DEPT OF REVENUE	2	7,091.35	N			
01-01510	HACH CO.	3	668.25	N			
01-01610	OVERHEAD DOOR	1	9,112.00	N			
01-01640	INTERNAL REVENUE SERVICE	4	38,088.21	N			
01-01650	UNION BANK	5	24,736.15	N			
01-0168	BRIT A KOCH	1	124.46	N			
01-01840	CORNERSTONE BANK	3	79,575.48	N			
01-02010	YORK EQUIPMENT, INC.	1	13.03	N			
01-02060	NE DEPT OF ENVIRONMENT &	1	575.00	N			
01-02080	TYLER TECHNOLOGIES - INCO	1	1,522.00	N			
01-02170	MIDWEST TURF & IRRIGATION	1	112.41	N			
01-02210	KING'S GLASS	1	2,400.13	N			
01-02230	MCCORMICK HEATING & AC	2	250.94	N			
01-02250	MILLER SEED & SUPPLY CO	1	137.50	N			
01-02560	CITYSERVICEVALCON LLC	1	22.38	N			
01-02650	O'REILLY AUTO PARTS	2	435.32	N			
01-02900	DENT PULR, LLC.	1	1,289.93	Y			
01-04120	YORK HEATING & A/C, INC	1	1,582.00	N			
01-04420	SOUTHEAST NE DEV DIST	1	12,439.04	N			
01-04740	RADAR SHOP, THE	1	373.00	N			
01-05150	LINCOLN JOURNAL STAR	3	572.38	N			
01-05250	MURPHY TRACTOR	1	106.92	N			
01-05310	SAPP BROTHERS PETROLEUM,	3	2,416.92	N			
01-05600	YORK GENERAL HOSPITAL	1	270.50	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-05870	WEX BANK	1	7,641.01	N			
01-06410	CASH-WA DISTRIBUTING	1	236.04	N			
01-06630	FASTENAL	3	133.07	N			
01-06800	NSVFA	2	60.00	N			
01-07680	WINTER EQUIPMENT CO, INC	1	1,510.84	N			
01-08070	POLICE CHIEFS ASSN OF NEB	1	50.00	N			
01-08530	EYECARE ASSOCIATES	1	90.00	Y			
01-09090	WINDSTREAM	1	289.01	N			
01-1	MISCELLANEOUS VENDOR	1	424.63	N			
01-10020	YORK COUNTY REGISTER OF D	1	32.00	N			
01-10110	BADGER METER INC	1	185.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	2	3,203.79	N			
01-10880	RASMUSSEN MECHANICAL SERV	1	3,481.50	N			
01-12550	INTERSTATE ALL BATTERY CE	1	51.17	N			
01-14670	OCLC INC	1	466.79	N			
01-14770	STRYKER MEDICAL	1	1,812.00	N			
01-14880	ALFRED BENESCH & CO	2	3,359.21	N			
01-14930	MIDWEST BANK	1	4,567.93	N			
01-16290	MICHAELA STUHR	1	19.35	N			
01-17020	CONSOLIDATED MANAGEMENT C	1	26.22	N			
01-17530	BFT LP dba PET WASTE ELIM	1	240.00	Y			
01-18120	TERRI CARLSON	1	750.00	N			
01-19280	PARAMOUNT LINEN & UNIFORM	4	146.37	N			
01-19370	NE TECHNOLOGY & TELECOMMU	3	175.57	N			
01-19570	AED PROFESSIONALS	2	3,558.63	N			
01-19980	JEO CONSULTING GROUP INC.	1	7,625.00	N			
01-20170	AMAZON	12	427.15	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-20850	DEARBORN LIFE INSURANCE C	1	3,686.47	N			
01-21100	CHRIS FIFIELD	1	480.00	N			
01-22050	HEAVY METAL SUPPLY CO	1	21.25	N			
01-22100	SLACK AUTO SUPPLY LLC	2	854.19	N			
01-22660	SPECTRUM ENTERPRISE	1	1,037.53	N			
01-22670	NATIONWIDE INS	2	908.00	N			
01-22700	SPECTRUM BUSINESS	4	546.89	N			
01-22890	ST JOHEPH'S ATHLETIC CLUB	1	45.00	N			
01-24090	AXIA PAYMENTS	1	225.31	N			
01-24100	GLOBAL PAYMENTS	1	445.95	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-25530	SAM'S CLUB MC/SYNCEB	1	1,664.39	N			
01-25820	MERCHANT SERVICES	1	1,909.55	N			
01-26330	QUICK MED CLAIMS	1	3,917.05	N			
01-26480	CONNER PSYCHOLOGICAL SERV	1	385.00	N			
01-26770	MATT'S WELDING	1	505.00	Y			
01-27010	ICON IMPROVEMENTS LLC	1	244,975.00	N			
01-27210	MIDWEST AUTO PARTS INC.	5	261.25	N			
01-27280	YORK AREA SENIOR CENTER	1	600.00	N			
01-27480	BRIAN ROWE	1	780.00	N			
01-27490	SUE CRAWFORD	1	65.00	N			
01-27510	KIESLER POLICE SUPPLY	1	630.00	N			
01-27780	ROBERT AILOR	1	1,050.00	N			
01-27900	FILAMENT ESSENTIAL SERVIC	1	1,171.00	N			
01-28020	NEC COMMUNICATIONS AMERIC	1	3,212.18	N			
01-28080	FIRST NATIONAL COMPANY	1	1,000.00	N			
01-28110	PAPER TIGER SHREDDING	1	1,227.45	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-28130	VORTEX	1	23,148.00	N			
01-28140	MALWAREBYTES INC	1	93.50	N			
01-28150	GG LEAGUES	1	250.00	N			
01-28160	WE THE PEOPLE	1	5,600.00	N			
01-28170	AP ELECTRICAL SOLUTIONS	1	3,915.00	N			
01-28180	AQUA PLUMBING & HTS LLC	1	1,863.15	N			
01-28190	THRASHER, INC.	1	1,933.96	N			
01-28200	BRANDON MOUNT	1	119.80	N			
*** REPORT TOTALS ***		240	594,739.55				

SELECTION CRITERIA

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

TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 11/05/2021 THRU 11/18/2021	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

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



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

November 15, 2021

Ms. Amanda Ring
1709 Road O
York, NE 68467

Dear Ms. Ring

On behalf of the City of York, I would like to offer you the position of City Clerk. Pending council approval on Thursday, November 18, we would anticipate the position be sworn in at the December 2 council meeting with a start date of Friday, December 3, 2021.

The City Clerk position is an exempt position with a salary grade of 46 (\$59,768 - \$80,095) annually per Council approved policy). The compensation amounts for the salary grades and steps are established by the York City Council and are subject to change as determined by the council annually.

I would like to offer Step 3 of Grade 46.0 as your starting salary, which is \$65,894 annually. You will receive an evaluation at the end of your six-month introductory period and, if a decision is made to continue your employment, you will be moved to Step 4 (\$69,189 annually). From there step raises will be given on each anniversary date until the top of the grade is reached.

The City of York also provides health, dental, vision and disability insurance; a 401k plan; ten holidays plus one floating holiday annually; vacation; sick leave and a life insurance policy of \$100,000 paid by the city. Currently, the city provides employee health insurance (single) coverage and the City pays 100% of the premium. Family health insurance coverage is available at a current rate of \$105.56 per pay period, which is bi-weekly. Dental insurance coverage may be purchased at \$28.80 for family coverage or \$7.67 for single coverage every pay period. Family vision is available at \$16.66, with single coverage at \$6.67 per pay period. Health insurance coverage would be effective on your start date.

All employees are required to contribute 6.5 percent of their annual earnings to a 401k plan and the city matches the employee's 6.5 percent contributions. The city also offers employees a pre-tax flexible spending program for dependent care and health care expenses. Eligibility for flexible spending for dependent care starts on your one-month anniversary and flexible spending for health care begins after six months.

Benefits include accruing 12 paid sick days per year, plus I propose you start with 80 hours of vacation available for use in the first year with 120 hours available each year thereafter for the first five years. After the fifth anniversary of employment, 160 vacation hours will be available each year.

Please do not hesitate to contact me with any questions you may have.

Sincerely,



Sue Crawford
City Administrator

Amanda Ring 11/16/2021

DAN ROBINSON d/b/a Robinson
 Estimator
 2124 E 16th Street
 York, NE 68467

Estimate

Date	Estimate #
11/2/2021	163

Name / Address
City of York 100 East 4TH York NE 68567

			Project
Description	Qty	Rate	Total
Replace Ceiling Tile in Office City of York 100 East 4th St. York NE. Certain Teed or Armstrong Ceiling Tile, Fine Textured. (That is approved) Ceiling Track Wall Track Fasteners, Etc. Floor Protector Plastic Tarp Water Office: Remove Ceiling, Install new Track and Tile. First Level: Replace Ceiling Tile all Offices and Hallway. Certain Teed Sand Micro, revealed edge. Or approved similar product. Lower Level: Replace damaged Ceiling Tile, (60). Certain Teed Baroque, revealed edge. Or approved similar product. Move and or cover items on desk, file cabinets and tables as needed. Floor Protector over carpet and hallways as needed. Roll Off and Dump Fees to be covered by City of York.		12,557.00	12,557.00
		8,500.00	8,500.00
		Total	\$21,057.00

EMK Construction, INC.

101 Ragan Ave
Benedict NE 68316

Bid

Date	Bid #
11/3/2021	222

Name / Address
City of York- City Administration office

				Project
Item	Description	Qty	Rate	Total
General Labor	To replace all ceiling tile in city administration office except one office.		10,000.00	10,000.00
general mater...	2x2 ceiling tiles		9,942.80	9,942.80
General Labor	To remove old ceiling in 15x15 office and install new grid work. To install new 2x2 ceiling tile		1,840.00	1,840.00
General Labor	To replace all damage tile in basement		880.00	880.00
general mater...	2x4 ceiling tile		650.00	650.00
Please let me know			Total	\$23,312.80

T-C Ceilings, Inc.

3236 Bachman St. PO Box 879
Grand Island, NE 68802

(308) 389-4954 Office

(308) 384-3998 Fax

October 22, 2021

City Of York
100 East 4th Street
York, NE 68467

ATTN: Daniel Aude

RE: Acoustical Ceiling Replacement

\$26,000.00 – Tax not included

Scope Of work:

- Basement: Remove and replace all scratched, damaged, water-stained tiles as needed using Armstrong Fissured #755 flat tile to closely match the existing.
- Entry/Front Desk: Remove the existing concealed drop ceiling, then provide and install new 15/16 grid system 2x2 layout with Armstrong Ultima #1911 tegular tile.
- Remaining areas: Remove the existing ceiling tile and replace with new Armstrong Ultima #1911 tegular tile.

Excluded Items:

- Dumpster for all removed materials
- Electrical and HVAC device removal and replacement as needed
- Nights and weekends

DEDUCT \$2,500.00

Deduct this amount to use CertainTeed Sand Micro SHM-154 tegular tiles in lieu of the above noted Armstrong Ultima tiles.

Please call if any questions.

Scot Fletcher
sfletcher@tccceilings.com

All quotes not signed & returned within 45 days of quote will have to be re-quoted.
Acceptance of quotes- the above prices & conditions are satisfactory and are hereby accepted.

Date of acceptance _____

Signature _____



SALES AGREEMENT

401 Northwest 56th Street
Lincoln, NE 68528
(888) 833-1455

AGREEMENT DATE 07/14/2021
VALID UNTIL 08/14/2021
AGREEMENT ID QTO057942-2

Quoted To:

City Of York
PO Box 276
York, NE 68467
USA

Ship To:

City Of York
303 E Nobes Rd
York, NE 68467
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
7307200	7307200			1 of 3
Salesperson		Phone Number	Email Address	
Travis J Boyll		402-429-3450	travisboyll@nmccat.com	

Item Information**Machine Model:** 627**Make:** Caterpillar**Machine Specification****Model:** 627**Description**

627K WHEEL TRACTOR-SCRAPER HRC
 LANE 3 ORDER
 STANDARD CERTIFICATION AR
 COLD START ATTACHMENT
 PUSH PULL ARRANGEMENT
 FAST FILL GP
 HID WORK LIGHTS
 ENGINE,C13/C9.3,US EPA TIER 4F
 CAB PRECLEANER
 POWERED ACCESS AR
 TIRES, 33.25R29 BS VLT ** E2A
 FILMS AR - U.S. (ANSI)
 PRODUCT LINK, CELLULAR PLE641
 CAMERA AR-WAVS
 LOAD ASSIST, ARR
 SEQUENCE ASSIST CPM
 BEACON LIGHT, CAB ROOF
 DOMESTIC TRUCK,TR/SCR COMBINED
 STORAGE PROTECTION
 PACK, DOMESTIC TRUCK

Sell Price of 627	923,600.00
Extended Warranty	Included
Document Fee	0.00
Net Balance Due	923,600.00
Sales Tax	0.00
After Tax Balance	923,600.00

Warranty**Extended Warranty:** 5yr/3000hr premier**Notes**

lead time: 12 - 15 weeks

CONTINUED



SALES AGREEMENT

401 Northwest 56th Street
Lincoln, NE 68528
(888) 833-1455

AGREEMENT DATE 07/14/2021
VALID UNTIL 08/14/2021
AGREEMENT ID QTO057942-2

Additional Terms:

This Agreement is subject exclusively to the Terms and Conditions for Equipment Sale attached hereto as Exhibit A which is a part hereof and incorporated by reference herein. NMC specifically rejects any terms and conditions contained in documents provided by Buyer (including, without limitation any purchase order) even if signed by NMC. Such documents shall be solely for internal administration by Buyer and have no legal effect upon NMC. ALL SALES ARE FINAL.

Buyer's signature below signifies Buyer's agreement to these terms and constitutes Buyer's acknowledgment of the legally binding effect of this Agreement.

Nebraska Machinery Company

Customer Name: City Of York

By: _____

By: _____

Date: _____

Date: _____

Exhibit A-Terms and Conditions for Equipment Sale

The following terms and conditions form a material component of the Sales Agreement ("Agreement") between NMC and the Buyer for sale of the Equipment:

- 1. Definitions for this Agreement:** "Buyer" is the individual or entity listed as Buyer on this Agreement's front page. "Delivery" shall occur and Equipment shall be considered "delivered" when NMC delivers the Equipment to Buyer, Buyer's agent or to the transportation company that is to transport the Equipment to Buyer, whichever occurs first. "Equipment" is the equipment listed by model and description this Agreement's front page. "NMC" is Nebraska Machinery Company or any affiliated company of Nebraska Machinery Company selling the Equipment under this Agreement.
 - 2. Payment:** Buyer shall pay NMC in full at the time Buyer signs this Agreement, unless otherwise specifically noted on this Agreement's front page.
 - 3. Excusable Delivery Delays:** In the event of a delay in delivery, the delay shall be excused when caused by events beyond NMC's reasonable control (including by way of example, but not limitation, strike, accident, transportation interruption, actions of third parties and reduction or unavailability of components or machinery at NMC's normal source of supply). If such a delay continues for a period greater than sixty (60) days, either party may, at its option, cancel this Agreement without liability (other than NMC's return of the amounts paid by Buyer on this Agreement).
 - 4. Duration of Offer:** Buyer's signature on this Agreement shall constitute an offer to buy the Equipment pursuant to this Agreement. NMC's acceptance of the offer shall be indicated by its signature on this Agreement. Buyer shall not revoke or countermand said offer for ten (10) days from the date of this Agreement; thereafter it may be countermanded or revoked by written notice to NMC until the time, if any, of NMC acceptance of this Agreement. If NMC accepts, this Agreement (and any Security Agreement and/or promissory note signed by Buyer and accepted by NMC in writing) shall constitute the entire understanding and agreement between the parties relating to the Equipment transaction.
 - 5. Execution of Other Documents:** Unless the Equipment is fully paid for in cash at or before delivery, NMC retains a Uniform Commercial Code security interest in such Equipment together with all and any substitutions, additions, accessions, sale or other proceeds, and products thereof and thereto. Buyer shall execute and deliver to NMC any evidences of indebtedness that NMC may require. Any note so taken by NMC shall evidence indebtedness only and is not payment for the Equipment.
 - 6. Disclaimer of Warranties and Limitation of Liability:** WITH REGARD TO NEW EQUIPMENT, THE APPLICABLE WARRANTY PROVIDED BY THE EQUIPMENT MANUFACTURER SHALL APPLY IN LIEU OF ANY OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IT IS UNDERSTOOD THAT UNDER NO CIRCUMSTANCES DOES NMC MAKE ANY WARRANTIES WHATSOEVER. BUYER UNDERSTANDS AND AGREES THAT ANY USED EQUIPMENT IS SOLD "AS IS" AND WITH ALL FAULTS OR DEFECTS. NMC SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF NMC HAS BEEN ADVISED SUCH DAMAGES ARE POSSIBLE), AND BUYER HEREBY WAIVES THEM TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.
 - 7. Taxes:** Unless otherwise specifically stated on this Agreement's front page, quoted prices do not include sales or any other taxes. Buyer shall be responsible for and promptly pay all taxes unless NMC approves a Buyer tax-exemption certificate.
 - 8. Insurance:** At all times after delivery, the Equipment shall be the responsibility solely of Buyer, and Buyer shall assume all risks of Equipment damage, delay or loss. Buyer shall maintain and provide proper proof to NMC of insurance on the Equipment, in amounts, form, and with an insurer approved by NMC, adequate to protect NMC's interest in the Equipment until such time as Buyer fully pays for the Equipment. NMC shall be named as additional insured, co-beneficiary and loss payee on any liability insurance for Equipment for the full insurable value. Until and unless Buyer obtains and proves such insurance, NMC may in NMC's discretion insure the Equipment for NMC's benefit. In such event, Buyer shall pay NMC for insurance premiums.
 - 9. Data:** Buyer authorizes NMC, NMC affiliates, any data processor contracted with by NMC, the Equipment manufacturers and their affiliates, to access, monitor and use any data and information provided through the Equipment (including through ProductLink and/or VisionLink) or the customer relationship in accordance with their respective Privacy Policies.
 - 10. Exportation and Other Laws:** Buyer represents and warrants that in exporting any Equipment, Buyer shall at all times comply with all applicable U.S. export rules, regulations and other laws. Buyer shall also comply with any and all rules, regulations and other laws relating, in any way, to Equipment use, warnings, re-sale, dismantling and/or disposal.
 - 11. Default, Remedies:** Buyer shall be in default under this Agreement if Buyer fails to observe or perform any Buyer obligation under this Agreement, is or becomes insolvent, is or becomes the subject of a tax lien, if an individual dies or if an entity dissolves, or becomes the subject of a proceeding in bankruptcy, receivership, insolvency, or similar relief. To the extent permitted by law, if Buyer defaults, Buyer shall pay to NMC all fees and expenses incurred to enforce NMC's rights, including but not limited to court costs, attorney fees, and fees paid to other professionals, arbitrators or agencies.
 - 12. Assignment:** NMC may freely assign its rights under this Agreement. Buyer may assign rights under this Agreement only with NMC's express written consent. No such assignment shall reduce Buyer's obligations to NMC, and all Buyer obligations under this Agreement shall bind Buyer's successors and permitted assigns.
 - 13. General:** (a) This Agreement's provisions shall be deemed severable. Unenforceability of any provision shall not impair enforceability of the other provisions. (b) No course of conduct or dealing and no NMC delay or failure in exercising any right or remedy shall rescind, modify or waive any NMC right or protection under this Agreement. All consents, waivers and authorizations by Buyer are irrevocable. (c) Time is of the essence of Buyer's obligations. (d) This Agreement constitutes the final written expression of the terms of agreement between the parties in relation to this transaction and it is the complete and exclusive statement of those terms. This Agreement supersedes and merges all prior or collateral agreements, discussions and/or understandings (oral, written or of any other type) between the parties hereto. No promises, representations, warranties, inducements, covenants or undertakings not expressly set forth in this Agreement shall bind any party hereto. In the event that Buyer issues a purchase order or similar document in connection with the purchase of the Equipment, its purpose will be for Buyer's internal documentation and no terms and conditions contained within it shall act to modify or supersede this Agreement or otherwise be binding upon NMC (even if such terms state that they control over the terms of this Agreement or NMC signs such document) (e) This Agreement shall be governed by the laws of the state of Nebraska without giving effect to its conflict of laws provisions. Unless waived in writing by NMC, any action to interpret or enforce this Agreement, or otherwise pertaining to rights against Buyer or NMC encompassed by this Agreement, or concerning its negotiation, implementation or Equipment, shall be brought in a state or federal court located in Douglas County, Nebraska, the propriety of which jurisdiction is acknowledged and consented to by Buyer. As to actions pertaining to this Agreement, Buyer hereby waives any defense of inconvenient forum concerning said Nebraska court. (f) If requested by NMC, Buyer also agrees to binding arbitration in Douglas County, Nebraska, to settle any disputes, with such arbitration to be governed by the American Arbitration Association's current rules. (g) Waiver of any provision on any one occasion shall not be deemed to waive that provision on any other occasion. This Agreement may be modified or rescinded only by a written agreement signed by the party against whom the modification or rescission is sought to be enforced. (h) Buyer and, if Buyer is an entity, the individual signing for Buyer, jointly and severally warrant that said individual is authorized by Buyer to bind Buyer to this Agreement. (i) This Agreement may be executed in counterparts, all of which together shall constitute the same document.
-

ORDINANCE NO. 2303

AN ORDINANCE APPROVING AN AMENDMENT TO SERVICE AGREEMENT BETWEEN THE CITY OF YORK, NEBRASKA, AND THE YORK AREA SOLID WASTE AGENCY RELATING TO DISPOSAL OF SOLID WASTE AND ADDITIONAL BONDS TO BE ISSUED BY SAID AGENCY; AGREEING TO PROVIDE FOR A SPECIAL TAX IN THE EVENT OF A DEFICIENCY OF REVENUES; AUTHORIZING THE EXECUTION OF SUCH AMENDMENT TO SERVICE AGREEMENT BY OFFICERS OF THE CITY; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN ALLOCATIONS AND CERTIFICATIONS RELATING THERETO.

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

Section 1. The Mayor and Council hereby find and determine that the York Area Solid Waste Agency (the "Agency") and the City have previously entered into a Service Agreement, dated October 27, 1993, as amended by an Amendment to Service Agreement dated as of January 25, 2000, as further amended by an Amendment to Service Agreement dated as of December 18, 2002, as further amended by an Amendment to Service Agreement dated as of August 15, 2006, and as further amended by an Amendment to Service Agreement dated as of October 15, 2010 (collectively, the "Service Agreement"); that for the purpose of financing improvements to the solid waste disposal facilities of the Agency, the Agency proposes to issue its Solid Waste Disposal Facilities Revenue Bonds, Series 2022 (the "Bonds"), in an amount to be determined by the Agency not to exceed \$5,500,000; that the Bonds shall bear interest at such rate or rates, shall mature at such times, and shall have such initial offering prices and other terms as may be determined by the Agency; that it is necessary and advisable for the City to enter into an Amendment to Service Agreement with the Agency; that an Amendment to Service Agreement for such purpose has been prepared and submitted for approval by the Mayor and Council and that it is necessary and advisable that said Amendment to Service Agreement in substantially the form presented but with any such changes as such officers shall deem appropriate for and on behalf of the City, be approved and its execution authorized.

Section 2. The Mayor, City Administrator, or City Treasurer are hereby authorized to execute for and on behalf of the City the Amendment to Service Agreement with the Agency in the substantially the form presented but with any such changes as such officers shall deem appropriate for and on behalf of the City, subject to approval of said Amendment to Service Agreement as to form by the City Attorney.

Section 3. The Mayor and Council hereby find and determine that said Amendment to Service Agreement provides that any deficiency in revenues from the facilities to be owned and operated by the Agency insofar as meeting the obligations of said Agency, including obligations with respect to the proposed Bonds, with respect to said facilities may be made up from a special tax levied for such purpose upon all the taxable property within the City, with such tax to be levied in accordance with Section 13-2024, R.R.S. Neb. 2012, as amended, provided, however, that the obligation to make such deficiency payments under said Service Agreement and Amendment to Service Agreement is to be shared on a pro rata basis with the County of York under the terms of said Service Agreement and a similar agreement and amendment between the Agency and the County of York; and such provision in said Amendment to Service Agreement is hereby determined by the Mayor and Council to be appropriate for and on behalf of the City.

Section 4. The Mayor and Council President each, acting together or alone, are hereby authorized to make any allocations and certifications relating to the Service Agreement, the Amendment to Service Agreement and the Bonds as the Mayor shall deem necessary or appropriate, including any and all certifications and allocations relating to compliance with Sections 103, 148 and 265 of the Internal Revenue Code of 1986, as amended.

Section 5. This ordinance shall be in force and take effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF YORK, NEBRASKA

Mayor

ATTEST:

City Clerk

Motion for adjournment was duly made, seconded and on roll call vote was declared duly adopted by the Mayor.

I the undersigned City Clerk for the City of York, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council on _____; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

City Clerk

AMENDMENT TO SERVICE AGREEMENT

(City of York, Nebraska)

This Amendment to Service Agreement (this "Amendment") is entered into as of _____, 2022, by and between the City of York, Nebraska (the "City") and the York Area Solid Waste Agency (the "Agency"), an agency established under the Interlocal Cooperation Act of the State of Nebraska and the Integrated Solid Waste Management Act (Sections 13-2001 to 13-2043, R.R. S. Neb. 2012, as amended), which Integrated Solid Waste Management Act is hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the City is required to provide or contract for such facilities or systems as are necessary for the disposal of solid waste within its solid waste jurisdiction area under the terms of the Act;

WHEREAS, the Agency has been formed pursuant to the Interlocal Cooperation Act (Sections 13-801 to 13-827, R.R.S. Neb. 2012, as amended) to enable its members, including the City, to comply with the mandates of the Act and to provide for integrated solid waste management facilities and services;

WHEREAS, the City and the Agency have previously entered into an agreement entitled "Service Agreement" dated as of October 27, 1993 (the "Original Service Agreement") relating to the obtaining of solid waste disposal facilities and the City is one of the principal users of such facilities;

WHEREAS, in connection with the issuance by the Agency of \$850,000 in principal amount of its Solid Waste Disposal Facilities Revenue Bonds, Series 2000 (the "Series 2000 Bonds") pursuant to a resolution of the Agency (the "2000 Resolution"), the Original Service Agreement was amended by an Amendment to Service Agreement dated as of January 25, 2000 (the "2000 Amendment");

WHEREAS, in connection with the issuance by the Agency of \$1,220,000 in principal amount of its Solid Waste Disposal Facilities Revenue Refunding Bonds, Series 2002 (the "Series 2002 Bonds") pursuant to a resolution of the Agency (the "2002 Resolution"), the Original Service Agreement was further amended by an Amendment to Service Agreement dated as of December 18, 2002 (the "2002 Amendment");

WHEREAS, in connection with the issuance by the Agency of \$2,230,000 in principal amount of its Solid Waste Disposal Facilities Revenue Bonds, Series 2006 (the "Series 2006 Bonds") pursuant to a resolution of the Agency (the "2006 Resolution"), the Original Service Agreement was further amended by an Amendment to Service Agreement dated as of August 15, 2006 (the "2006 Amendment");

WHEREAS, in connection with the issuance by the Agency of \$2,300,000 in principal amount of its Solid Waste Disposal Facilities Revenue Refunding Bonds, Series 2010 (the "Series 2010 Bonds") pursuant to a resolution of the Agency (the "2010 Resolution"), the Original Service Agreement was further amended by an Amendment to Service Agreement dated as of October 15, 2010 (the "2010 Amendment");

WHEREAS, the 2000 Bonds, 2002 Bonds, 2006 Bonds and 2010 Bonds are no longer outstanding; the 2000 Resolution, the 2002 Resolution, the 2006 Resolution and the 2010 Resolution are hereinafter referred to collectively as the "Prior Resolutions", and the Original Service Agreement, as amended by the 2000 Amendment, the 2002 Amendment, the 2006 Amendment and the 2010 Amendment, is hereinafter referred to as the "Service Agreement";

WHEREAS, the Agency presently proposes to issue its Solid Waste Disposal Facilities Revenue Bonds, Series 2022, in the principal amount of \$_____ pursuant to Section 13-815, R.R.S. Neb. 2012 (the "Series 2022 Bonds") in order to pay for costs of additions and improvements to the solid waste disposal facilities (the "Project") which are the subject of the Service Agreement (the "Facilities"); and the City is willing to provide such undertakings with respect to payments due under the terms of the Series 2022 Bonds as are permitted under the Act and specifically Section 13-2024 thereof;

NOW THEREFORE, the City and the Agency in consideration of the mutual covenants and agreements herein contained do hereby covenant and agree as follows:

Section 1. Confirmation of Terms of Service Agreement/Series 2022 Bonds Acknowledged as Facility Bonds. The terms and conditions of the Service Agreement are hereby confirmed in all respects and the City acknowledges that the Series 2022 Bonds are and shall constitute "Facility Bonds" as described and referred to in the Service Agreement which are being issued to provide for construction of the "Facility" (as defined in the Service Agreement) (including improvements and additions thereto necessary or convenient

for the continued operation of the Facility) and henceforth as used in the Service Agreement the term “Facility Bonds” shall mean and include the Series 2022 Bonds and the term “Facility” shall mean and include the improvements to the Facility being financed by the Series 2022 Bonds. Such Series 2022 Bonds and the registered owners thereof shall be entitled to all of the agreements and covenants made therein for the benefit of such Facility Bonds.

Section 2. Agency Agreement to Issue Series 2022 Bonds. The Agency hereby agrees that it will issue the Series 2022 Bonds and apply the proceeds thereof to payment of the costs of the Project and to pay certain costs of issuance.

Section 3. Term of Service Agreement. The term of the Service Agreement shall remain as set forth in the Service Agreement provided that in no event shall the Service Agreement terminate or expire so long as any of the Series 2022 Bonds are outstanding.

Section 4. Pledge of Service Agreement/Amendment. The City hereby acknowledges and agrees that the Agency has assigned the Service Agreement and that this Amendment and all rights provided for the Series 2022 Bonds are and may be assigned and pledged to secure the payment of the Series 2022 Bonds and that this Amendment may not be rescinded or amended to reduce amounts payable by the City except to the extent permitted under the terms of the Prior Resolutions and the resolution of the Agency authorizing the Series 2022 Bonds adopted on _____, 2021 (the “Bond Resolution”).

Section 5. Continuing Disclosure. In accordance with the requirements of the Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City hereby agrees that it will provide to the Agency at least annually and otherwise upon request a copy of the City's audited financial statements and such other information and data as may be requested by the Agency in order to comply with the requirements of the Rule and the undertakings of the Agency with respect thereto. The City hereby agrees that such covenant is for the benefit of the registered owners of the Series 2022 Bonds (including "Beneficial Owners" as defined in the Bond Resolution of the Agency) and that such covenant may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under said Bond Resolution or the

Service Agreement, as supplemented and amended by this Amendment. The continuing disclosure obligations of the City under this Amendment shall cease when none of the Series 2022 Bonds remain outstanding.

Section 6. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7. Laws Governing Amendment. The effect and meaning of this Amendment and all rights of all parties hereunder shall be governed by and construed according to the laws of the State of Nebraska, including the Act.

Section 8. Severability. If any one or more covenants or agreements provided in this Amendment on the part of the City or the Agency to be performed shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Amendment.

Section 9. Successors and Assigns. All the covenants and representations contained in this Amendment, by or on behalf of the City or the Agency, shall bind and inure to the benefit of its successors and assigns whether so expressed or not. The covenants and agreements herein are specifically made for the benefit of the holders and purchasers from time to time of the Series 2022 Bonds.

Section 10. Effect Upon Prior Agreements. This Amendment provides for obligations upon the Agency and the City which are supplemental and additional to all obligations of such parties set forth in the Service Agreement.

Section 11. Article and Section Headings. The headings or titles of the several sections hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Amendment.

IN WITNESS WHEREOF, the City and the Agency have caused this Amendment to Service Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

THE CITY OF YORK, NEBRASKA

By: _____
Mayor

ATTEST:

City Clerk

YORK AREA SOLID WASTE AGENCY

By: _____
Chairperson

ATTEST:

Secretary-Treasurer

DOCS/2714129.3

ORDINANCE NO. 2304

AN ORDINANCE TO AMEND CHAPTER 20 LIBRARIES TO PROVIDE THAT RECOMMENDATIONS BY THE LIBRARY ADVISORY BOARD ARE MADE TO THE LIBRARY DIRECTOR AND TO DELETE REFERENCES TO THE CITY CLERK-TREASURER; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 20 Libraries is amended as follows:

1. Sec. 20-1. Library advisory board.
 - (1) There is hereby established in the City of York a public library which shall be known as the Kilgore Memorial Library.
 - (2) There is hereby established a citizen's library advisory board which shall consist of five (5) appointed members who shall be residents of the city and who shall serve terms of five (5) years. The mayor shall appoint the members of the board with the consent of the city council. The mayor, the city administrator, or any member of the council shall not be member of the board. The terms of members serving on the effective date of change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the mayor shall fill the vacancy for the unexpired term with the consent of the council.
 - (3) The members of the board shall have such powers and perform such duties as may be conferred upon and required of them by the council. The board is an advisory board, thus having only those powers and duties to advise and recommend to the library director.
 - (4) No member shall receive any pay or compensation for any services rendered as a member of the board. Board members may be reimbursed for approved continuing education events related to library business.
 - (5) At the time of the board's first meeting in July of each year, the board shall organize by electing a president, vice president, secretary and such other officers as may be necessary. No member of the board shall serve in the capacity of both president and secretary of the board. It shall be the duty of the secretary to keep minutes of all

meetings, and to timely file the minutes with the city clerk as public record.

- (6) A majority of the board members shall constitute a quorum for the transaction of business. The board shall hold regular meetings and shall further meet as such times as the president shall direct or a majority of the members of the board may determine.
- (7) The board may adopt all procedural rules necessary to provide for regular and special meetings of the board and for the conduct of its business. The proceedings of the board shall be conducted in accordance with the Open Meeting Act, Neb. Rev. Stat. §§ 84-1407 R.R.S. as amended.
- (8) The board will provide advice or recommendations as may be specifically requested by the library director.
- (9) The board shall work with the library director in regard to the development of the public library. The board is delegated the following specific responsibilities:
 - (a) To review and recommend library policies which are developed by the library director. The library director implements the policies;
 - (b) To be responsible along with the library director for the collection policies for the intellectual content and collection development of the library;
 - (c) To advise the library director regarding the preparation of an annual library budget, which budget shall be prepared by the library director in the format used by other city departments and divisions, and to review library claims to ensure budgetary compliance;
 - (d) To receive citizen input, comments and complaints regarding the materials collection, programs and services of the public library, and to report the same to the library director, with recommendations;
 - (e) To encourage use of the public library and promote its programs and services;
 - (f) To represent the city and public library within professional associations and at library functions;
- (10) The library director shall be appointed by the mayor with the advise of the board and the consent of the city council, and shall be subject to removal by the mayor with the consent of the city council. The library director shall generally supervise the property, operations and

personnel of the public library. The library director shall report to the board, but will work under the supervision of the city administrator.

(11) All recommendations of the board shall be subject to the review and control of the library director.

2. Section 20-4. Expenditures is amended as follows:

Sec. 20-4. Expenditures.

The library fund created by this article shall be kept separate and apart from the other funds of the city and shall be drawn upon and paid out by the treasurer as in the case of other city funds and shall not be used or distributed for any other purpose or in any other manner.

3. Section 20-22. Annual report is amended as follows:

Sec. 20-22. Annual report.

The library board shall annually, on or before the second Monday in June each year, make to the city council and file with the city clerk a report, as required by state law, with such other matters as the council may by resolution require.

4. Section 20-23. Rules, regulations is amended as follows:

Sec. 20-23. Rules, regulations.

The library board shall, from time to time, make, adopt or amend, alter or revise, by-laws, rules or regulations for the use and government of the library, report the same to the city council and file a copy thereof with the city clerk and the same shall be by the clerk recorded at large and indexed in the records of his or her office.

Section 2. Except as amended herein Chapter 20 Libraries shall remain in full force and effect.

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

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

PASSED AND APPROVED by the York City Council this _____ day of _____, 2021.

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, City Clerk

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ORDINANCE NO. 2305

AN ORDINANCE TO AMEND CHAPTER 9 BUILDING TO ADOPT THE INTERNATIONAL BUILDING CODE, 2018 EDITION AND TO AMEND PROVISIONS OF THIS ORDINANCE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 9 Building is amended as follows:

1. Sec. 9-16. International building code adopted.
The International Building Code, 2018 Edition, including Appendix Chapter B, C, H and I, and the International Residential Code, 2018 Edition for One and Two Family Dwellings, as published by the International Code Council, Inc., one (1) copy of which is on file in the office of the City Clerk, are hereby adopted as the Building Code, incorporated in and made a part of the provisions of this Code, as the same as though spread at large herein.

2. Sec. 9-20. Building code amendments.
The International Building Code, 2018 Edition, adopted by the provisions of this article, is hereby amended, altered and changed in the following respects:
 - (1) Sec. 105.2 Work Exempt from permit:

Building:
 1. One-story detached playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15m)
 2. Delete in its entirety
 6. Delete in its entirety
 12. Delete in its entirety

 - (2) Existing Sec. 08.2.1 shall be amended and renumbered as follows:

Sec. 108.2.1 Fees:

Building Permit Fee Schedule:

Total Valuation:	Fee:
\$1.00 – \$2,000.00	\$25.00

\$2,000.00 and up	\$3.00 per \$1,000.00 including any fraction thereof
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- (3) Existing Sec. 109.2.2 shall be amended and renumbered as follows:

Sec. 109.2.2. Certificate of Insurance. Every person applying for a permit required by this article shall present to the deposit evidence with the City Clerk that he has an insurance policy providing public liability and property damage insurance for the general public in the amount of three hundred thousand dollars (\$300,000.00) public liability and one hundred thousand dollars (\$100,000.00) property damage, such coverage shall name the city as an additional insured, which shall provide liability insurance coverage for all claims arising out of all work done by him or under his supervision in the City and within two (2) miles of the corporate limits thereof, and shall be executed by an insurance company, authorized to do business in the state and acceptable to the city and providing thirty (30) days written notice to be given to the City Clerk in the event of expiration or of proposed cancellation of the insurance policy.

If the permit holder seeking the permit is a corporation, firm or partnership, then the certificate of insurance must also include as a named insured the employee or partner whose name appears on the certificate of registration for such corporation, firm or partnership.

Separate certificates of insurance showing the permit holder to be covered under one policy and the City to be covered under another policy may be deposited in lieu of a single certificate, at the option of the permit holder. All certificates of insurance shall provide that in the event of expiration or cancellation of any of said minimum insurance requirements, the City Clerk of the City of York shall be given thirty (30) days advance written notice thereof. Expiration or cancellation of any insurance coverage required by this section shall constitute an automatic and immediate termination of the permit holder's privilege to be issued permits under the provisions of this code, unless other insurance meeting the requirements of this section is provided and in full force and effect at the time of such expiration or cancellation. All insurance coverage required by this section shall be approved by the City Attorney prior to the issuance of any permit authorized under this code.

- (4) Existing Sec. 114.4 shall be amended and renumbered as follows:

Sec. 114.4.1. Violation Penalties. Persons who shall violate a

provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or Certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding fifteen (15) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (5) Existing Sec. 115 shall be amended and renumbered as follows:

Sec. 115. Stop Work Orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable for a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding fifteen (15) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (6) That Chapter 9, Fire Protection Systems of the International Building Code is deleted.

- (7) That Chapter 11, Accessibility of the International Building Code is deleted.

3. Sec. 9-23. International Residential Code - Amendments.
The International Residential Code, 2009 Edition, adopted by this article is amended as follows:

- (1) Chapter 1, Administration, shall be amended as follows:

Sec. R105.2. Work exempt from permit, shall be amended as follows:

Building:

1. One store detached playhouses and simiar uses, provided the floor area does not exceed 120 square feet (11.15m)
2. Deleted.
5. Sidewalks and driveways not in the public right of way.
6. Deleted.
10. Deleted.

Sec. R108.2. Schedule of Permit Fees.

On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established in Sec. 109.2.1 of the International Building Code, as amended.

Certificate of Insurance shall be provided as established in Sec. 109.2.2 of the International Building Code, as amended.

Sec. R114.4. Violation Penalties is amended to read the same as amended Sec. 114.4.1 of the International Building Code.

Sec. 114 is amended to read the same as sec. 115 of the International Building Code.

- (2) Part VII – Plumbing of the International Residential Code is deleted.
- (3) Part VIII – Electrical of the International Residential Code is deleted.

4. Sec. 9-80. Terms defined.
Nebraska Energy Code means the 2018 International Energy Conservation Code.
5. Sec. 9-101. International Property Maintenance Code adopted; amendments.
 - (a) A certain document, three (3) copies of which are on file in the office of the city clerk of the City of York, Nebraska, being marked and designated as the 2018 International Property Maintenance Code as published by the International Code Council, Inc., be and is hereby adopted as the property maintenance code for the City of York, Nebraska, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code; are hereby referred to, adopted, and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection (b).

(b) The following sections are hereby revised

- (1) Section 101.1, insert: "The City of York."
- (2) Section 103.5, amend to read: "fees will be collected to reimburse the City of York for expenses incurred."
- (3) Section 304.14, insert: "January 1st – December 31st."
- (4) Section 602.3, insert: "January 1st – December 31st."
- (5) Section 602.4, insert: "January 1st – December 31st."

(c) Nothing in this section or in the Property Maintenance Code hereby adopted, shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this section.

Section 2. Except as amended herein Chapter 9 Building, shall remain in full force and effect.

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

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

PASSED AND APPROVED by the York City Council this _____ day of _____, 2021.

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, City Clerk

ORDINANCE NO. 2306

AN ORDINANCE TO AMEND CHAPTER 29 HEATING, VENTILATING AND COOLING TO ENACT AN ADDITIONAL SECTION TO CREATE LICENSE REQUIREMENTS; TO AMEND THE CHAPTER TO ADOPT THE INTERNATIONAL MECHANICAL CODE 2018 EDITION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 29 Heating, Ventilating and Cooling is amended to enact and amend the following sections:

1. Sec. 29-1. Adoption of the International Mechanical Code.
Except as hereinafter provided by specific change, the International Mechanical Code 2018 Edition, published by the International Code Council, is hereby adopted. One (1) copy of this document shall be filed in the office of the city clerk in book form with the official records of the city.
2. Sec. 29-1.1. Amendments.
The International Mechanical Code [adopted in section 29-1] shall be amended as follows:
 - (d) Sec. 108.5 Stop Work Orders.
Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable for a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding fifteen (15) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
3. Sec. 29-38. License required; examination.
 - (a) Examination.

- (1) Examinations for a mechanical contractor license will not be administered by the City of York. Examination information may be located at iccsafe.org, under the contractor's testing section. An applicant for a mechanical contractors licence shall provide proof that the applicant has passed an examination as approved and authorized by the International Code Council, Inc.
 - (2) An applicant for a license shall provide proof to the City Clerk that the applicant has passed the examination authorized and approved by the International Code Council, Inc.
 - (3) Metropolitan licensee. The holder of a valid mechanical contractor's license issued by a metropolitan city in the State of Nebraska will be accepted in the City of York without the examination requirements listed previously in this section.
- (b) Issuance of license. At the time of approval by the office of the city clerk and the payment of a license fee for a master or journeyman, the office of the city clerk shall issue a license to do mechanical work in the City.

ARTICLE V. AMENDMENTS

- 4. Sec. 29-76. Amendments.
Section 106 of the Uniform Mechanical Code is amended to read as follows:

Section 106. Permit Fees. (See Article VI, section 29-71 of this chapter).

Section 2. Except as amended herein Chapter 29 Heating, Ventilating and Cooling, shall remain in full force and effect.

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

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

PASSED AND APPROVED by the York City Council this _____ day of _____, 2021.

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, City Clerk

ORDINANCE NO. 2307

AN ORDINANCE TO AMEND CHAPTER 28 PLUMBING TO ADOPT THE INTERNATIONAL PLUMBING CODE, 2018 EDITION; TO ENACT SECTIONS TO REQUIRE CERTIFICATION AND PROVIDE FOR THE ISSUANCE OF A LICENSE; TO AMEND FEES CHARGED; AND TO AMEND PROVISIONS AS PROVIDED HEREIN; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 28 Plumbing is amended as follows:

1. Sec. 28-1. Adoption of the International Plumbing Code.
Except as hereinafter provided by specific change, the International Plumbing Code 2018 Edition, published by the International Code Council, is hereby adopted. One (1) copy of this document shall be filed in the office of the city clerk in book form with the official records of the city.
2. Section 28-39 is adopted to provide as follows:
Sec. 28-39. Prerequisite examination required.
 - (a) The applicant for a master plumbing registration certificate shall be the holder of a valid city journeyman registration certificate for at least one year or shall be a graduate mechanical engineer from an accredited college or university in addition to having at least two (2) years' practical experience in the planning, layout, supervising and installing of plumbing equipment or shall be a registered professional mechanical engineer in the State of Nebraska. The applicant must have also passed a master plumbing exam as outlined in SEC 28-40.
 - (b) The applicant for a journeyman plumber's registration certificate shall provide evidence of completing at least four (4) years of practical experience as follows:
 - (1) An apprentice, while regularly employed by a person, firm or corporation regularly engaged in the installations of plumbing materials and equipment, shall receive one year's practical experience credit for each year of full-time employment. The practical experience credited for part-time employment and applicants working for a person, firm or corporation engaged in part-time plumbing installations, shall be determined by the board.

- (2) An applicant graduating from a four-year mechanical engineering course of an accredited college or university, will receive two years of practical experience credit as required above.
 - (3) An applicant completing a two-year plumbing course, approved by the board, will receive one year of practical experience credit as required above.
 - (4) The plumbing education and training received from military service, extension courses, adult education classes, etc., may account for practical experience credit at the discretion of the board.
 - (5) The applicant must have also passed a journeyman's plumbing exam as outlined in SEC 28-40.
- (c) The applicant for a water conditioning contractor's registration certificate shall submit evidence of at least six (6) months of practical experience while regularly employed by a person, firm, or corporation regularly engaged in the installation of water conditioning equipment or plumbing materials and equipment. The practical experience credited for part-time employment and experience shall be determined by the board.
- (1) The applicant must have also passed a journeyman's plumbing exam as outlined in SEC 28-40.
- (d) The applicant for Grade VI water operator registration certificate shall submit evidence of currently holding a Nebraska Department of Health Grade VI certified water operator certificate.
- (e) The applicant for a utility contractor's registration certificate shall submit evidence of at least two (2) years of practical experience while regularly employed by a person, firm or corporation regularly engaged in the installation of water mains and service lines; sanitary sewer mains and service lines; natural gas mains and service lines; storm sewers and underground conduits. The practical experience credited for part-time employment and experience shall be determined by the board.
- (1) The applicant must have also passed a master plumbing exam as outlined in SEC 28-40.
3. Sec. 28-40. is adopted as follows:
- Sec. 28-40. License required; examination.

A. Examination.

- (1) Examinations will not be administered by the city. Each applicant for a license shall provide proof that the applicant has passed an examination as provided by the International Code Council, Inc. Examination information may be located at iccsafe.org under the contractor's testing section.
- (2) Upon completion of the required exam, an applicant for license shall provide proof of passage of the examination to the City Clerk as required by subsection (1) above.
- (3) Metropolitan licensee. The holder of a valid plumber's license issued by a metropolitan city in the State of Nebraska will be accepted by the City of York without proof of examination as provided above.

- D. Issuance of license. At the time of approval by the office of the city clerk and the payment of a license fee for master plumbers, journeymen plumbers and water conditioning contractors., the Building Official shall issue a license to do plumbing work in the City

Sec. 28-41 Composition of examination; passing grades is deleted.

4. Sec. 28-74 Fees is amended as follows:

Sec. 28-74. Fees.

A fee for each plumbing permit shall be paid as follows:

Minimum inspection fee \$10.00.

For the issuance of each permit \$10.00.

For each plumbing fixture,*or trap, set of fixtures on one trap, including water, drainage piping and backflow protection therefor. (*Note: A plumbing fixture shall be construed as any unit which has waste and/or water connections. A combination shower over a tub shall be construed as one plumbing fixture \$5.00.

For each water replacement and/or vent \$5.00.

For each indirect waste connection* (*Note: Applies to appliance, device or apparatus not classed as a plumbing fixture but which has drip or drainage

outlets) \$5.00.

For each domestic water supply connection to any boiler \$5.00.

For change in location of plumbing fixture \$5.00.

For change in location or alteration of any existing building sewer, drainage, or vent piping,* inside a building (*Note: piping system fee shall only apply when there are no plumbing fixture changes) \$5.00.

For each roof drain of a rainwater system connected to an interior rainwater conductor which is connected to and a part of a storm sewer system \$5.00.

For each building sanitary sewer inspection \$5.00.

For each storm sewer tap inspection \$5.00.

Reinspection fee (wrong address, plumbing work that does not pass inspection, work not complete, inaccessibility) \$50.00.

For each industrial waste pretreated interceptor, including its trap and vent, except kitchen-type grease interceptors functioning as plumbing fixture traps \$5.00.

For each automobile garage-type mud trap and sand trap or basin for a car wash establishments \$5.00.

For each mobile home unit or trailer unit sanitary sewer riser connection to the mobile home court or trailer court sewer system \$5.00.

For each 100 lineal feet or fraction thereof of private sewer system \$5.00.

For each individual mobile home unit or trailer unit water service riser connection from the mobile home court or trailer court water distribution system \$5.00.

For each water tap on private water main or private water distribution system \$5.00.

For each 100 lineal feet or fraction thereof of private water distribution system piping \$5.00.

For any storm sewer or sanitary sewer replacement or repair work outside of a building \$5.00.

For each fixture or piece of equipment regulated by this code but not listed herein (per unit) \$5.00.

For each water-conditioning installation \$5.00.

For each underground lawn sprinkling system on any one meter including backflow prevention devices required \$10.00.

For each water-cooled air conditioning or refrigeration condensing equipment unit \$5.00.

For each swimming pool \$10.00.

For each water well \$10.00.

Where work for which a permit is required by this Code is started prior to obtaining the prescribed permit, the fees above specified shall be doubled; provided, in the event of an emergency where it is absolutely necessary to perform the plumbing work immediately before a permit can be secured, such as on nights, weekends and holidays, said fees shall not be doubled if a permit is secured at the earliest possible time after the emergency plumbing work has been performed. The payment of such double fees shall not relieve any person from fully complying with the requirements of this code or from any penalties prescribed herein.

5. Sec. 28-98. Amendments to the International Plumbing Code are amended as follows:

Sec. 28-98. Amendments to the International Plumbing Code.

The plumbing code adopted by the provisions of this chapter is hereby amended, altered and changed in the following respects:

Administration sections of the International Plumbing Code are amended to read as follows:

Sec. 108.4 Violation Penalties, are amended as follows:

Sec. 108.4 Violations Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 108.5 Stop Work Order, is hereby added to read:

Sec. 108.5 Stop Work Orders. Upon notice from the code official that plumbing work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable for a fine of not more than Five Hundred Dollars (\$500.00). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 106.6.2.Fee Schedule, is amended to read: The fees for plumbing work shall be as indicated in Article IV, Permits and Inspections, Sec. 28-74 of the existing code.

Sec. 1.10.2 Plan Review, Fees is deleted.

Sec. 1.10.3 Plan Expiration is deleted.

Sec. 106.6.3 Fee Refunds shall be amended to read as follow:

Sec. 106.6.3 Fee Refunds. The code official is authorized to establish a refund policy.

Chapter 3 General Regulations fo the International Plumbing Code, are amended to read as follows:

Sec. 305.4 Freezing or Overheating, shall be amended to read as follows:

Sec. 305.4 Freezing or Overheating.

The plumbing system shall be protected from freezing or overheating. The following conditions shall be met:

- (a) Water service piping shall be installed below recorded frost lines. Minimum earth cover shall be 60 inches.
- (b) Minimum earth cover for building sewers shall be 48 inches.
- (c) In systems which are used seasonally, water piping shall be installed to be drained.

- (d) Piping shall be installed so that the contents will not be heated due to close proximity to any heat source or from direct solar radiation.
- (e) In areas with seasonal freezing temperatures, all waste and water supply piping in exterior walls and other areas shall be protected from freezing.

Sec. 602.1 Water Supply and Distribution and Sec. 701.2 Sanitary Drainage, shall be amended to read as follows:

Sec. 602.1 Water Required and 701.2 Connection to sewer required.

The water distribution and drainage systems of any building in which plumbing fixtures are installed shall be connected to a public water supply and sewer system respectively if the public water supply and/or public sewer is within 300 feet of any property line of the premises, or other reasonable distance as determined by the Administrative Authority. Private systems more than 300 feet from a public water supply or sewer system may be installed with the approval of the Administrative Authority.

Chapter 6 Water Supply and Distribution, shall be amended to read as set forth on Exhibit A, attached hereto and made a part hereof as if stated in full herein, and as follows.

1. Water service lines from the water main to the water meter inside the structure must be copper. Water distribution lines after the water meter may be PEX or copper.
2. All PEX materials and fittings must meet product code specifications and must be sized and installed strictly per manufacturer's instructions, which shall be provided to the Building Inspector.
3. Water distribution lines that are 2 inch in diameter and larger must be copper.
4. PEX may be used in residential, commercial, or industrial applications as specified above.
5. PEX, PEX-AL-PEX, PE-AL-PE, or PE-RT tubing shall not be installed within the first 18 inches (457 mm) of piping connected to a water heater.

Chapter 8, Indirect/Special Waste, is adopted as provided in the International Plumbing Code.

6. Table 3.4 Materials for Potable Water is amended as follows:

11. Ductile Iron Pipe, cement- mortar line	A	A	X	X	ASTM (A377)	AWWA C110/A21.10, AWW C153/A21.53 (comp)
					AWWA IC151/A21.50	AWAA C606 (split couplings)
22. PEX Plastic Hot & Cold Water Distribution	A	X	X	X	ASTM F877 (SDR 9)	ASTM F1807 (crimped metal insert)
29. Pressure- Related Polypropylene (PP) Piping						
Systems - metric sizes	A	X	X	X	ASTM F2389	ASTM F2389 (socket weld)
30. Crosslinked Polyethylene (PEX) Pressure						
Pipe for Water Service	A	X	X	X	AWWA C904	ASTM F1960 (metal cold expansion insert)
						ASTM F2080 (metal cold expansion compression)
						ASTM F1807 (crimped metal insert)

7. Table 3.5 Materials for Sanitary Waste and Drain (3) is amended as follows:

4. ABS and PVC Composite Sewer Pipe		X	X	X	ASTM D2680	ASTM D680 (socket) PVC (gasket)
23. Vitrified Clay Pipe, Extra Strength		A	A	X	ASTM C700	ASTM C700

Notes for Table 3.5

(3) Piping shall be applied within the limits of its listed standard and the manufacturer's recommendations.

8. Sec. 28-150. Chapter 22 added: Water Conditioner installations and contractors is amended as follows:

The International Plumbing Code is amended by adding a new Chapter 22 to read as follows: "Water Conditioning Installations and Contractors."

9. Sec. 28-153. Permits and fees is amended as follows:

Sec. 28-153 Permits and fees.

It shall be unlawful for any person to install, alter, remove or repair any water conditioning appliance, or cause the same to be done, without first obtaining a permit therefor from the administrative authority. No permit shall be required for minor repair work. Minor repair work is defined as repairing leaks in pipes, cleaning out supply or waste lines or repairing a water conditioning appliance.

A permit to install a water conditioning appliance may be issued only to a duly registered water conditioning contractor or registered master plumber or registered journeyman plumber. It shall be unlawful for any person, firm or corporation to cause or permit any water conditioning installation to be done on any property owned, managed or controlled by such person, firm or corporation unless such work is done by said duly registered conditioning contractor or registered plumber.

Application for a permit may be made in writing to the mayor and city council on a form furnished by the mayor and city council for that purpose.

A fee shall be paid as follows:

For each water conditioning installation \$25.00.

Reinspection fee (wrong address, work that does not pass inspection, work not complete, inaccessibility) \$50.00.

Water shall not be turned on to any water conditioning appliance until it has been inspected and approved by the administrative authority.

10. Sec. 28-300. General Definitions is amended as follows:

(10) Cross connection means any arrangement whereby contamination due to backflow or back siphonage can occur.

(17) Non potable water means water not safe for drinking, personal or

culinary use, or which does not meet the requirements of the Nebraska Department of Health.

- (20) Plumbing hazard means a plumbing type cross connection in a consumer's potable water system that has not been properly protected by air-gap separation or backflow prevention devices.
- (29) Grade VI certified water operator means a person who has successfully completed an examination approved by the Nebraska Department of Health on the subject of cross connections, backflow prevention operation, maintenance, testing and repair.

11. Sec. 28-301. Policy and purpose is amended as follows:

- (a) The purpose of this division is to protect the public water supply system of the City of York from the possibility of contamination by isolating real or potential sources of contamination or pollution which may backflow into the public water supply system. This division provides for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of the potable water supply systems.
- (b) The director of public works shall be responsible for the implementation of the backflow prevention program as outlined within this division. If in the judgement of the director of public works an approved backflow prevention device is required for the safety of the public water supply system then the director of public works shall give notice in writing to the consumer to install said device at each recommended location. The director of public works shall inspect and approve all installation of the required backflow prevention devices. The costs for purchasing, installing, and maintaining a backflow prevention device shall be the responsibility and sole expense of the consumer. The installation of backflow prevention devices, except for outlet fixture vacuum breakers, shall be by a licensed plumber. Installation, testing, repair and annual testing of double check valves, reduced pressure zone devices, and other backflow prevention devices shall be performed by a certified water operator grade VI. If deemed necessary by the certified water operator grade VI that maintenance or repairs are necessary, the consumer shall make all necessary repairs or maintenance. The consumer shall complete all maintenance or repairs within thirty (30) days; if not, the consumer shall be considered in violation of the backflow ordinance and will be subject to disconnection of the service as provided in section 28-309. All installations, repairs and testing of backflow and back siphonage devices shall be certified to be in compliance with this division and

Nebraska Department of Health regulations by a certified water operator grade VI. Said certification to be made to the City of York as required by the director of public works.

- (c) No person shall install or maintain a water service connection, containing cross connections to a public water supply system or a consumer's potable water supply system unless such cross connections are abated or controlled in accordance with this rule, and as required by the laws and regulations of the Nebraska Department of Health.

12. Sec. 28-302. Surveys and investigations is amended as follows:

- (a) It shall be the responsibility of the water consumer to conduct or cause to be conducted, periodic surveys of water use practices on his premises as necessary to determine whether there are actual or potential cross connections in the consumer's water supply system. The director of public works shall have the authority to conduct or cause to be conducted periodic surveys and investigations, of a frequency as determined by the director of public works, of water use practices within a consumer's premises to determine whether there are actual or potential cross connections to the consumer's water supply system through which contaminants or pollutants could backflow into the public water supply system. The director of public works may conduct these surveys to provide information in determining what level of protection will be necessary to protect the public health and safety.
- (b) On request by the director of public works the consumer shall furnish the director of public works information on water use practices within the consumer's premises. If the consumer refuses to submit the proper information or to cooperate in obtaining the proper information, the director of public works shall treat the premises as if no appropriate cross connection survey has been completed, and in such event the consumer shall be required to install an approved backflow prevention device as required in section 28-303.
- (c) The director of public works shall have the right to enter a premises served by the public water supply system at all reasonable times for the purpose of making surveys and investigations of water use practices within the premises. In order to inspect a premises, the director of public works shall give notice setting forth a proposed date and time to the consumer at least ten (10) days in advance. If the consumer cannot make the premises available for inspection at the proposed date and time, the consumer shall contact the director of public works and arrange for another date and time for the inspection.

If the director of public works and the consumer cannot agree on a date and time, then the director of public works shall treat the premises as if no appropriate cross connection survey has been completed, and in such event the consumer shall be required to install an approved backflow prevention device as required in section 28-303.

13. Sec. 28-303. Where protection is required is amended as follows:
- (a) An approved backflow prevention device shall be installed between the service connection and point of potential backflow into a consumer's water supply system when in the judgment of the director of public works a health, plumbing, pollution or system hazard exists.
 - (b) An approved backflow prevention device shall be installed when the following conditions are found by the director of public works to exist:
 - (1) Premises on which any substance is handled in such a fashion as to create an actual or potential hazard to a public water supply system. This shall include premises having sources or systems containing process fluids or waters originating from a public water supply system which are no longer under the sanitary control of the owner;
 - (2) Premises having internal cross connections that, in the judgment of the director of public works, are not correctable, or there exist intricate plumbing arrangements which make it impractical to determine whether or not cross connections exist;
 - (3) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross connection survey;
 - (4) Premises having a repeated history of cross connections being established or re-established;
 - (5) Premises having more than one customer service connection which could constitute a potential cross connection.
 - (c) An approved backflow prevention device shall be installed on each service line to a customer's water supply system serving the following types of facilities unless the director of public works determines that no health, pollution, or system hazard to the public water supply system exists:

- (1) Hospitals, mortuaries, dental clinics, nursing and convalescent homes, medical buildings;
- (2) Testing laboratories, film laboratories, film development facilities;
- (3) Sewage treatment plants, sewage pumping stations, or storm water pumping stations;
- (4) Food or beverage processing plants;
- (5) Chemical plants;
- (6) Metal de-greasing, plating industries, machine tool plants, dye and metal processing or productions;
- (7) Chemical and petroleum processing or storage plants;
- (8) Car washes, automobile servicing facilities;
- (9) Lawn irrigation systems and swimming pools;
- (10) Laundries and dry cleaners;
- (12) Power plants;
- (13) Premises having radioactive materials such as laboratories, industries, hospitals;
- (14) Rendering plants;
- (15) Premises having water recirculating system as used for boilers or cooling systems;
- (16) Veterinary establishments, kennels, feed yards, stables, rodeo grounds, stockyards, pet grooming salons;
- (17) Beauty salons, barbershops, massage parlors, health clubs;
- (18) Fire suppression systems;
- (19) Multi-storied buildings greater than three (3) stories in height;
- (20) Schools, universities, colleges;

(21) Other facilities which may constitute potential cross connection.

14. Sec. 28-304. Type of protection required is amended as follows:

- (a) The type of protection required under sections 28-302 and 28-303 of this division shall depend on the degree of hazard that exists as follows:
 - (1) An approved air gap separation or an approved reduced pressure principle backflow prevention device shall be installed where a public water supply system may be contaminated with any substance that could cause a system hazard or health hazard;
 - (2) An approved double check valve assembly shall be installed where a public water supply system may be contaminated with any substance that could cause a pollution hazard;
 - (3) An approved reduced pressure principle backflow prevention device shall be installed at the service connection where there exists a plumbing hazard;
 - (4) In the case of any premises where, because of security requirements or other prohibitions it is impossible or impractical to make a complete cross connection survey of the consumer's potable water system, a reduced pressure principle backflow prevention device shall be installed at the service connection.

15. 28-308. Fire suppression system is amended as follows:

- (c) A double check valve of an approved type shall be installed on all proposed fire suppression systems not utilizing antifreeze, but this may be done only when there are no other cross connections.
- (e) In the event cross connections, such as those found in using auxiliary water supply systems or in providing other water additives such as foaming agents are necessary for the proper operation of the fire suppression system, then a reduced pressure zone backflow prevention device shall be installed in an approved manner.

16. Sec. 28-309. Violation is amended as follows:

- (a) The director of public works shall deny or discontinue, after notice to the consumer thereof, the water service to any premises wherein:

- (3) An unprotected cross connection exists on the premises;
- (b) The director of public works shall immediately deny or discontinue, without notice to the consumer thereof, the water service to any premises wherein a severe cross connection exists which constitutes an immediate threat to the safety of the public water system. The director of public works shall notify the consumer within twenty-four (24) hours of said denial or discontinuation of service.

Section 2. Except as amended herein Chapter 28 Plumbing, shall remain in full force and effect.

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

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

PASSED AND APPROVED by the York City Council this _____ day of _____, 2021.

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, City Clerk

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ORDINANCE NO. 2308

AN ORDINANCE TO AMEND CHAPTER 34 STREETS AND SIDEWALKS TO REQUIRE A PERMIT FOR NON-CONFORMING MAIL BOX SUPPORTS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 34 Streets and Sidewalks is amended as follows:

- 1. Sec. 34-56. Restricted generally.
 Except as otherwise permitted by the provisions of this article or other provisions of this Code, it shall be unlawful for any person to place in or upon any street, ally, sidewalk or public right of way in the city any substance or thing obstructing or encroaching upon such street, ally, sidewalk or public right of way, or to obstruct the same in any manor whatsoever, without applying to the Director of Public Works for permission and after review of the application, the Director shall make a recommendation to the city council regarding said application, after which the city council may grant such application and record any such grant in its proceedings. Mail box support posts will be permitted without application, within the street right of way when constructed of materials not larger than 4" x 4" wood posts, 6" plastic post, standard weight steel pipe, or ornamental iron mail box post constructed of lightweight steel or of other material which will easily yield upon impact. The face of the mail box shall be a minimum of six (6) inches from back face of curb. All non-conforming mail box supports require a permit and approval from the Director of Public Works.

Section 2. Except as amended herein Chapter 34 Streets and Sidewalks shall remain in full force and effect.

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

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

PASSED AND APPROVED by the York City Council this _____ day of _____, 2021.

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, City Clerk

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