

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, December 4, 2025  
5:30 PM

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

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

1. Call to Order as the Community Development Agency
2. The Open Meetings Act is posted on the East Wall of the Council Chambers
3. Notice of this meeting was published in the York News Times on November 28, 2025
4. Pledge of Allegiance
5. Roll Call
6. Consider approval of Resolution 2025-28 - rescinding and canceling Resolution 2025-9 and to authorize and provide for the issuance of a tax increment development revenue note; providing for the terms and provisions of said note and authorizing the execution of an amended Redevelopment Contract with Hyatt Studios
7. Adjourn as Community Development Agency to convene as City Council
8. Call to Order as the City Council
9. The Open Meetings Act is posted on the East Wall of the Council Chambers
10. Roll Call
11. Minutes of the November 20, 2025
12. Claims of Elected Officials
  - 12.1. Claim for Tony North of North Printing and Office Supply in the amount of \$369.24

- 12.2. Claim for Stephen Postier of the York County Development Corporation in the amount of \$9,077.25
13. Claims for the period of November 21, 2025 through December 4, 2025
14. City Administrator Report
15. Mayor's Appointment of a Councilmember to replace Vicki Northrop
16. Discussion and decision on rescheduling the meeting of January 1, 2026
17. Annual Report for the Park and Recreation Department from the Park and Recreation Director Cheree Folts
18. Consider approval of Resolution 2025-27 - declaring certain city property surplus and authorizing disposition of surplus property for the police department
19. Consider approval of Resolution 2025-29 - declaring certain city property surplus and authorizing disposition of surplus property
20. Second Reading:  
Ordinance No. 2411 - Annexation of a tract of land comprising of a part of Lot Three (3), Seidel's Addition, part of the Northeast Quarter of the Northeast Quarter of 7-10-2
21. Adjournment

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<p><b>0099 LEGALS</b></p> <p><b>NOTICE OF MEETINGS</b></p> <p>Notice is hereby given that a meeting of the Community Development Agency of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, December 4, 2025 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public.</p> <p>Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, December 4, 2025 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk.</p> <p>Amanda Ring, City Clerk Nov. 28, 2025 ZNEZ</p>	<p><b>0655 Help Misc.</b></p> <p><b>The City of Friend Police Department is currently seeking a dedicated and qualified candidate to join our team as a full-time Police Chief. To qualify for this position, candidates must have five years of experience and hold a Nebraska Law Enforcement Certification. For those who are certified in other states, reciprocity testing is required at the Nebraska Law Enforcement Training Center based in Grand Island, NE. We offer hourly pay, with the potential for overtime and call-out pay as necessary, providing a fair compensation structure for our hardworking officers. This role comes alongside a generous benefits package that caters to the health needs of families, displaying our commitment to the well-being of our personnel. Additionally, our compensation testing is encouraged as performance excellence through evaluation-based pay increases, making it possible for officers to increase their pay by demonstrating their capabilities and commitment to the role. Negotiable pay rates based on relevant experience are also offered to attract the best candidates.</b></p> <p><b>The City of Friend Police Department ensures that all uniforms and necessary equipment are provided to its officers, allowing them to perform their duties effectively. If you are interested in this position and want to learn more, please don't hesitate to contact us at (402) 826-1310, or feel free to send your resume and cover letter to Mayor Judith Knoke <a href="mailto:jewels1095@gmail.com">jewels1095@gmail.com</a> or Council President Kristen Milton at <a href="mailto:Kristenlogan2012@gmail.com">Kristenlogan2012@gmail.com</a>. We look forward to welcoming you to our team!</b></p>	<p><b>0970 Pickups, 4x2 or 4x4</b></p> <p>2003 GMC Sierra 2500HD, 4x4 235k Miles \$6995 Tim 308-624-0055 Kerwyn 308-390-8925</p>	<p><b>0970 Pickups, 4x2 or 4x4</b></p> <p>2017 Buick Enclave Premium 126K Miles \$13,995 Tim 308-624-0055 Kerwyn 308-390-8925</p>
<p><b>0655 Help Misc.</b></p> <p><b>City Clerk/Treasurer</b> The City of Friend, Nebraska is seeking applicants for a City Clerk/Treasurer. This full-time position plans and supervises the work involved in maintaining official City documents and records including proceedings, ordinances, resolutions, contracts, agreements, etc. This position assists in finance-related activities and has general supervision of clerical staff. It is key in implementing the activities and operations of the City of Friend to promote open and transparent governmental services. Municipal or office experience is required, with knowledge of computer usage, automated accounting and office systems and the ability to project positive public relations with the citizenry. Candidate must have a valid driver's license. The position includes a generous benefits package including family health.</p> <p>Applications are available at the Friend City Office, 235 Maple Street, Friend NE 68359 or by calling 402-947-2711 with questions. Applications will be accepted until the position is filled. EOE.</p>	<p><b>0970 Pickups, 4x2 or 4x4</b></p> <p>2010 Chevy Traverse 149k Miles \$6,995 Tim 308-624-0055 Kerwyn 308-390-8925</p>	<p>Cash in on your collectibles with the Classifieds.</p> <p>out with the old. in with the new.</p> <p>York News-Times Classifieds <a href="http://www.yorknewstimes.com">www.yorknewstimes.com</a> To place your ad call 402-362-4478</p>	

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**COMMUNITY DEVELOPMENT AGENCY OF  
YORK, NEBRASKA**

**RESOLUTION 2025-28**

**A RESOLUTION RESCINDING AND CANCELLING RESOLUTION 2025-9 OF THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA; AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA, TAX INCREMENT DEVELOPMENT REVENUE NOTE OR OTHER OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,350,000 FOR THE PURPOSE OF (1) PAYING THE COSTS OF DEMOLISHING, CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE AGENCY'S COLLABORATION REAL ESTATE REDEVELOPMENT PROJECT AREA, SPECIFICALLY INCLUDING, SITE ACQUISITION, PREPARATION, DEMOLITION, UTILITY EXTENSION AND PARKING, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE NOTE OR OTHER OBLIGATION; PLEDGING CERTAIN TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF THE NOTE OR OTHER OBLIGATION TO SUCH TAX REVENUES; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EXERCISE HIS OR HER INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF THE NOTE OR OTHER OBLIGATION NOT SPECIFIED HEREIN; APPROVING AN AMENDED REDEVELOPMENT CONTRACT AND REDEVELOPMENT PLAN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.**

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

**ARTICLE I**

**FINDINGS AND DETERMINATIONS**

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

(a) The City of York, Nebraska (the "City"), pursuant to the Plan Resolution (hereinafter defined), approved the City of York Collaboration Real Estate Redevelopment Plan (the "**Redevelopment Plan**") under and pursuant to which the Agency shall undertake from time to time to redevelop and rehabilitate the Redevelopment Area (hereinafter defined).

(b) Pursuant to the Redevelopment Plan, the Agency has previously obligated itself and/or will hereafter obligate itself to provide a portion of the financing to acquire, construct, reconstruct, improve, extend, rehabilitate, install, equip, furnish and complete, at the cost and expense of the Redeveloper, a

portion of the improvements (as defined in the Redevelopment Contract hereinafter identified) in the Redevelopment Area (the “**Project Costs**”), (as defined in the Redevelopment Contract), (collectively, the “**Project**”), as more fully described in the Redevelopment Contract (hereinafter defined).

(c) The Agency is authorized by the Redevelopment Law (hereinafter defined) to issue tax allocation notes for the purpose of paying the costs and expenses of the Project, the principal and interest of which is payable from certain tax revenues as set forth in the Redevelopment Law.

(d) In order to provide funds to pay a portion of the costs of the Project, it is necessary, desirable, advisable, and in the best interest of the Agency for the Agency to issue a Tax Increment Development Revenue Note or other obligation in an aggregate principal amount not to exceed \$1,350,000 (the “**Note**”).

(e) All conditions, acts and things required to exist or to be done precedent to the issuance of the Note do exist and have been done as required by law.

## ARTICLE II

### CERTAIN DEFINITIONS; COMPUTATIONS; CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS

**Section 2.1. Definitions of Special Terms.** Unless the context clearly indicates some other meaning or may otherwise require, and in addition to those terms defined elsewhere herein, the terms defined in this **Section 2.1** shall, for all purposes of this Resolution, any Resolution or other instrument amendatory hereof or supplemental hereto, instrument or document herein or therein mentioned, have the meanings specified herein, with the following definitions to be equally applicable to both the singular and plural forms of any terms defined herein:

“**Agency**” means the Community Development Agency of York, Nebraska.

“**City**” means the City of York, Nebraska.

“**Project Costs**” means the redevelopment project costs (as defined in the Redevelopment Contract) in the Redevelopment Area, the costs of which are eligible to be paid from the proceeds of the Note.

“**Assessor**” means the Assessor of York County, Nebraska.

“**Note**” means the Collaboration Real Estate Redevelopment Project Tax Increment Development Revenue Note Series 2026 of the Agency, in an aggregate principal amount not to exceed \$1,350,000, issued pursuant to this Resolution and shall include any note, including refunding note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Note, the titular designation of such Note may be revised to state note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“**Secretary**” means the Secretary of the Agency.

“**Cumulative Outstanding Principal Amount**” means the aggregate principal amount of the Note issued and Outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the records maintained by the Registrar as provided in this Resolution.

**“Date of Original Issue”** means the date the Note is initially issued, which shall be the date of the first allocation of principal on the Note as further described in **Section 3.2**.

**“Debt Service”** means, as of any particular date of computation, and with respect to any period, the amount to be paid or set aside as of such date or such period for the payment of the principal on the Note.

**“Escrow Obligations”** means (a) Government Obligations, (b) certificates of deposit issued by a bank or trust company which are (1) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States or (2) secured by a pledge of any Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Registrar, or (c)(1) evidences of a direct ownership in future interest or principal on Government Obligations, which Government Obligations are held in a custody account by a custodian satisfactory to the Registrar pursuant to the terms of a custody agreement in form and substance acceptable to the Registrar and (2) obligations issued by any state of the United States or any political subdivision, public instrumentality or public authority of any state, which obligations are fully secured by and payable solely from Government Obligations, which Government Obligations are held pursuant to an agreement in form and substance acceptable to the Registrar and, in any such case, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to make the payment secured thereby.

**“Finance Director”** means the Treasurer/Finance Director or Acting Treasurer/Finance Director, as the case may be, of the City.

**“Fiscal Year”** means the twelve-month period established by the City or provided by law from time to time as its fiscal year.

**“Government Obligations”** means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

**“Improvements”** means the improvements to be constructed, reconstructed, acquired, improved, extended, rehabilitated, installed, equipped, furnished and completed in the Project Area in accordance with the Redevelopment Plan, including, but not limited to, the improvements constituting the Project (as defined in the Redevelopment Contract).

**“Payment Date”** means June 1 and December 1 of each year any Note is outstanding, commencing on the first Payment Date following the Date of Original Issue.

**“Chairman”** means the Chairman of the Agency.

**“Outstanding”** means when used with reference to any Note, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution except:

- (a) Notes theretofore canceled by the Registrar or delivered to the Registrar for cancellation;
- (b) Notes which are deemed to have been paid in accordance with **Section 10.1** hereof;
- (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 3.9** hereof; and

(d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

**“Owner”** means the person(s) identified as the owner(s) of the Note from time to time, as indicated on the books of registry maintained by the Registrar.

**“Plan Resolution”** means, Resolution No. \_\_\_\_\_ of the City, together with any other resolution providing for approval of the Redevelopment Plan.

**“Project Area”** means the area identified and referred to as the Project Site in the Redevelopment Contract.

**“Record Date”** means, for each Payment Date, the 15<sup>th</sup> day immediately preceding such Payment Date.

**“Redeveloper”** means the Redeveloper as defined in the Redevelopment Contract responsible for constructing, reconstructing, acquiring, improving, extending, rehabilitating, installing, equipping, furnishing and completing the Project.

**“Redeveloper Note”** means any Note that is owned by the Redeveloper according to the records of the Registrar.

**“Redevelopment Contract”** means the City of York Community Development Agency Redevelopment Contract Collaboration Real Estate Redevelopment Project, dated March 20, 2025, between the Agency, and Collaboration Real Estate, LLC, relating to the Project and further designated herein as the “Original Redevelopment Contract”.

**“Amended Redevelopment Contract”** means the City of York Community Development Agency Amended Redevelopment Contract Collaboration Real Estate Redevelopment Project, dated the date of its execution, between the Agency, and Collaboration Real Estate, LLC, relating to the Project.

**“Redevelopment Area”** means the community redevelopment area described, defined or otherwise identified or referred to in the Redevelopment Plan.

**“Redevelopment Law”** means Article VIII, Section 12 of the Constitution of the State and Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

**“Redevelopment Plan”** means the “Collaboration Real Estate Redevelopment Plan” passed, adopted and approved by the City pursuant to the Plan Resolution, and shall include any amendment of such Redevelopment Plan heretofore or hereafter made by the City pursuant to law.

**“Refunding Notes”** means the notes authorized to be issued pursuant to **Article V**.

**“Registrar”** means the Treasurer of the City of York, Nebraska, in its capacity as registrar and paying agent for the Note.

**“Resolution”** means this Resolution as from time to time amended or supplemented.

**“Revenue”** means the Tax Revenue.

**“Special Fund”** means the fund by that name created in **Section 7.1**.

“**State**” means the State of Nebraska.

“**Tax Revenue**” means, with respect to the Project Area, (a) those tax revenues referred to (1) in the first paragraph of Article VIII, Section 12 of the Constitution of the State and (2) in Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, and (b) all payments made in lieu thereof.

“**Treasurer**” means the Treasurer of York County, Nebraska.

**Section 2.2. Definitions of General Terms.** Unless the context clearly indicates otherwise or may otherwise require, in this Resolution words importing persons include firms, partnerships, associations, limited liability companies (public and private), public bodies and natural persons, and also include executors, administrators, trustees, receivers or other representatives.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Resolution as a whole and not to any particular section or subdivision thereof.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution: (a) references to Articles, Sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding Articles, Sections or subdivisions of this Resolution as such Articles, Sections, or subdivisions may be amended or supplemented from time to time; and (b) the word “heretofore” means before the time of passage of this Resolution, and the word “hereafter” means after the time of passage of this Resolution.

**Section 2.3. Computations.** Unless the facts shall then be otherwise, all computations required for the purposes of this Resolution shall be made on the assumption that the principal on the Note shall be paid as and when the same become due.

**Section 2.4. Certificates, Opinions and Reports.** Except as otherwise specifically provided in this Resolution, each certificate, opinion or report with respect to compliance with a condition or covenant provided for in this Resolution shall include: (a) a statement that the person making such certificate, opinion or report has read the pertinent provisions of this Resolution to which such covenant or condition relates; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate, opinion or report are based; (c) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with; and (e) an identification of any certificates, opinions or reports or other sources or assumptions relied on in such certificate, opinion or report.

**Section 2.5. Evidence of Action by the Agency.** Except as otherwise specifically provided in this Resolution, any request, direction, command, order, notice, certificate or other instrument of, by or from the City or the Agency shall be effective and binding upon the Agency, respectively, for the purposes of this Resolution if signed by the Chairman, the Vice Chairman, the Secretary, the Treasurer of the Agency, the Finance Director, the City Administrator or by any other person or persons authorized to execute the same by statute, or by a resolution of the City or the Agency, respectively.

## ARTICLE III

### CANCELLATION OF RESOLUTION 2025-9; AUTHORIZATION AND ISSUANCE OF THE NOTE; GENERAL TERMS AND PROVISIONS

**Section 3.1. Cancellation of Prior Resolution.** Resolution 2025-9 of the Agency adopted March 20, 2025, is hereby repealed in its entirety.

**Section 3.2. Authorization of Note.** Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Project, and (b) the costs of issuing the Note, the Agency shall issue one Note (the “Note”) in an aggregate principal amount not to exceed \$1,350,000. The Note shall be designated as “Community Development Agency of York, Nebraska, Collaboration Real Estate Redevelopment Project Tax Increment Development Revenue Note Series 2026,” shall have an appropriate series designation as determined by the Finance Director, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than December 31, 2043, and shall bear interest at an annual rate of 7.25%. The Note shall be issued as a single Note as further described in **Section 3.3**.

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

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

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

#### **Section 3.3. Details of Note; Agency of Finance Director.**

(a) The Note shall be dated the Date of Original Issue and shall be issued to the purchaser thereof, as the Owner, in installments. The Note shall be delivered on the earlier of allocation of the

maximum principal amount of the Note or upon the issuance of a certificate of occupancy of the building constituting the Project. The Note shall be issued as a single Note with appropriate series designation.

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

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

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

(3) Such amounts shall be deemed proceeds of the Note and the Finance Director shall inform the Registrar in writing of the date and amount of such allocation. The Registrar shall keep and maintain a record of the amounts allocated to the note pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on the Note and its records maintained for the Note. The aggregate amount endorsed as the Principal amount Advanced on the Note shall not in the aggregate exceed \$1,350,000.

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

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

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

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

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

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

(e) The note shall bear seven and one fourth percent (7.25%) interest on the Cumulative Outstanding Principal Amount of the Note from the Date of Original Issue.

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

of the Note shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Note so redeemed from and after the date of redemption thereof.

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

(i) The Finance Director is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the Date of Original Issue, the principal amount of the Note in accordance with **Section 3.3(a)**, (2) the maturity date of the Note, which shall be not later than the December 31 after the Effective Date for division of taxes, (3) the initial Payment Date and (4) any other term of the Note not otherwise specifically fixed by the provisions of this Resolution.

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

(k) The Note shall be issued to such Owner as shall be mutually agreed between the Redeveloper and the Finance Director for a price equal to 100% of the principal amount thereof. No Note shall be delivered to any Owner unless the Agency shall have received from the Owner thereof such documents as may be required by the Finance Director to demonstrate compliance with all applicable laws, including without limitation compliance with **Section 3.7** hereof. The Agency may impose such restrictions on the transfer of any Note as may be required to ensure compliance with all requirements relating to any such transfer.

**Section 3.4. Form of Note Generally.** The Note shall be issued in registered form. The Note shall be in substantially the form set forth in **Article IX**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Finance Director may deem necessary or appropriate. The Note may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

**Section 3.5. Appointment of Registrar.** The Finance Director is hereby appointed the registrar and paying agent for the Note. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Resolution by a written instrument deposited with the Agency prior to the Date of Original Issue of the initial Note. The Agency reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Note in its possession to the successor Registrar and shall deliver the note register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Registrar.

**Section 3.6. Exchange of Note.** Any Note, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Note in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate. The Agency shall make provision for the exchange of the Note at the principal office of the Registrar.

**Section 3.7. Negotiability, Registration and Transfer of Note.** The Registrar shall keep books for the registration and registration of transfer of the Note as provided in this Resolution. The transfer of the Note may be registered only upon the books kept for the registration and registration of transfer of the Note upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Agency that the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission. Prior to any transfer and assignment, the Owner will obtain and provide to the Agency, an investor's letter in form and substance satisfactory to the Agency evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Agency an amount to cover all reasonable costs incurred by the Agency, including legal fees, of accomplishing such transfer. A transfer of any Note may be prohibited by the Agency if (1) a default then exists under the Redevelopment Contract, (2) the assessed valuation of the Redeveloper Property (as defined in the Redevelopment Contract) is less than the projected "Increment value" set forth in the Redevelopment Plan or (3) a protest of the valuation of the Redeveloper Property is ongoing. Upon any such registration of transfer the Agency shall execute and deliver in exchange for such Note a new Note, registered in the name of the transferee, in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Note shall be exchanged or a transfer of a Note shall be registered hereunder, the Agency shall execute, at the earliest practicable time, and deliver a Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Agency nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Note by any Owner. The Agency or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of such Note sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the Agency nor the Registrar shall be required to make any such exchange or registration of transfer of any Note during the period between a Record Date and the corresponding Interest Payment Date.

**Section 3.8. Ownership of Note.** As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on such Note shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

**Section 3.9. Disposition and Destruction of Note.** The Note, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the Finance Director, be destroyed.

**Section 3.10. Mutilated, Lost, Stolen or Destroyed Note.** If any Note becomes mutilated or is lost, stolen or destroyed, the Agency shall execute and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Agency. In the case of any lost, stolen or destroyed Note, there first shall be furnished to the Agency evidence of such loss, theft or destruction satisfactory to the Agency, together with indemnity to the Agency satisfactory to the Agency. If any such Note has matured, is about to mature or has been called for redemption, instead of delivering a substitute Note, the Agency may pay the same without surrender thereof. Upon the issuance of any substitute Note, the Agency may require the payment of an amount by the Owner sufficient to reimburse the Agency for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

**Section 3.11. Non-presentment of Note.** If any Note is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory redemption or otherwise, if funds sufficient to pay such Note have been made available to the Registrar all liability of the Agency to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Resolution or on, or with respect to, said Note. If any Note is not presented for payment within five years following the date when such Note becomes due, the Registrar shall repay to the Agency the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Agency, and the Registered Owner thereof shall be entitled to look only to the Agency for payment, and then only to the extent of the amount so repaid to it by the Registrar, and the Agency shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## ARTICLE IV

### REDEMPTION OF NOTE

**Section 4.1. Redemption of Note.** The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

**Section 4.2. Redemption Procedures.** The Finance Director is hereby authorized, without further action of the Council, to call all or any portion of the principal of the Note for payment and redemption prior to maturity on such date as the Finance Director shall determine, and shall deposit sufficient funds in the Debt Service Account from the Surplus Account to pay the principal being redeemed plus the accrued interest thereon to the date fixed for redemption. The Finance Director may effect partial redemptions of any Note without notice to the Owner and without presentation and surrender of such Note, but total redemption of any Note may only be effected with notice to the Owner and upon presentation and surrender of such Note to the Registrar. Notice of a total redemption of any Note shall be sent by the Registrar by first-class mail not less than five days prior to the date fixed for redemption to the Owner's address appearing on the books of registry maintained by the Registrar and indicate (a) the title and designation of the Note, (b) the redemption date, and (c) a recitation that the entire principal balance of such Note plus all accrued interest thereon is being called for redemption on the applicable redemption date.

**Section 4.3. Determination of Outstanding Principal Amount of Note.** Notwithstanding the amount indicated on the face of any Note, the principal amount of such Note actually Outstanding from time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Note indicating the original principal advance of such Note as determined in accordance with **Section 3.3** and make such additional notations as are required to reflect any additional principal advances or redemptions of such Note from time to time, including on the Table of Cumulative Outstanding Principal Amount attached to each Note if it is presented to the Registrar for that purpose. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable. Any failure of the Registrar to record a principal advance or a redemption on the Table of Cumulative Outstanding Principal Amount shall not affect the Cumulative Outstanding Principal Amount shown on the records of the Registrar.

## ARTICLE V

### REFUNDING NOTES

**Section 5.1. Refunding Notes.** Refunding Notes may be issued at any time at the direction of the Finance Director for the purpose of refunding (including by purchase) any Note or any portion thereof, including amounts to pay principal to the date of maturity or redemption (or purchase) and the expenses of issuing the Refunding Notes and of effecting such refunding; provided that the Debt Service on all notes to be outstanding after the issuance of the Refunding Notes shall not be greater in any Fiscal Year than would have been the Debt Service in such Fiscal Year were such refunding not to occur.

## ARTICLE VI

### EFFECTIVE DATE OF PROJECT; PLEDGE OF REVENUE

**Section 6.1. Effective Date of Project.** For purposes of Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, the effective date of the Project shall be determined as set forth in the Amended Redevelopment Contract. The City Administrator is hereby directed to notify the Assessor of the effective date of the Project on the form prescribed by the Property Tax Administrator.

**Section 6.2. Collection of Revenue; Pledge of Revenue.** As provided for in the Redevelopment Plan, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the Tax Revenue collected in the Project Area shall be allocated to and, when collected, paid into the Special Fund under the terms of this Resolution, to pay the principal on the Note. When the Note has been paid in accordance with this Resolution, the Redevelopment Plan and the Amended Redevelopment Contract, the Tax Revenue shall be applied as provided for in the Redevelopment Law.

The Revenue is hereby allocated and pledged in its entirety to the payment of the principal on the Note and to the payment of the Project Costs (including the Project), until the principal on the Note has been paid (or until money for that purpose has been irrevocably set aside), and the Revenue shall be applied solely to the payment of the principal on the Note. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner and shall be irrevocable.

**Section 6.3. Potential Insufficiency of Revenue.** Neither the Agency nor the City makes any representations, covenants, or warranties to the Owner that the Revenue will be sufficient to pay the principal of or interest on the Note. Payment of the principal of and interest on the Note is limited solely and exclusively to the Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

## ARTICLE VII

### CREATION OF FUNDS AND ACCOUNTS; PAYMENTS THEREFROM

**Section 7.1. Creation of Funds and Account.** There is hereby created and established by the Agency the following funds and accounts which funds shall be held by the Finance Director of the City separate and apart from all other funds and moneys of the Agency and the City under her control a special trust fund called the "Collaboration Real Estate Redevelopment Project Tax Increment Special Fund" (the "Special Fund").

So long as the Note remains unpaid, the money in the foregoing fund and accounts shall be used for no purpose other than those required or permitted by this Resolution, any Resolution supplemental to or amendatory of this Resolution and the Redevelopment Law.

**Section 7.2. Special Fund.** All of the Revenue shall be deposited into the Special Fund. The Revenue accumulated in the Special Fund shall be used and applied on the Business Day prior to each Payment Date (a) to make any payments to the Agency as may be required under the Amended Redevelopment Contract and (b) to pay principal on the Note to the extent of any money then remaining the Special Fund on such Payment Date. Money in the Special Fund shall be used solely for the purposes described in this **Section 7.2**. All Revenues received through and including December 31, 2043, shall be used solely for the payments required by this **Section 7.2**.

## ARTICLE VIII

### COVENANTS OF THE AGENCY

So long as the Note is outstanding and unpaid, the Agency will (through its proper officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Resolution or in the Note, including the following covenants and agreements for the benefit of the Owner which are necessary, convenient and desirable to secure the Note and will tend to make them more marketable; provided, however, that such covenants do not require either the City or the Agency to expend any money other than the Revenue nor violate the provisions of State law with respect to tax revenue allocation.

**Section 8.1. No Priority.** The Agency covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the Revenue which have, or purport to have, any lien upon the Revenue prior or superior to or in parity with the lien of the Note; provided, however, that nothing in this Resolution shall prevent the Agency from issuing and selling notes or other obligations which have, or purport to have, any lien upon the Revenue which is junior to the Note and the Debt Service thereon, or from issuing and selling notes or other obligations which are payable in whole or in part from sources other than the Revenue.

**Section 8.2. To Pay Principal of the Note.** The Agency will duly and punctually pay or cause to be paid solely from the Revenue the principal of the Note on the dates and at the places and in the manner provided in the Note according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Note and in this Resolution.

**Section 8.4. Books of Account; Financial Statements.** The Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Revenue and other funds relating to the Project.

**Section 8.5. Eminent Domain Proceeds.** The Agency covenants and agrees that should all or any part of the Project be taken by eminent domain or other proceedings authorized by law for any public or other use under which the property will be exempt from ad valorem taxation, the net proceeds realized by the Agency therefrom shall constitute Project Revenue and shall be deposited into the Special Fund and used for the purposes and in the manner described in **Section 7.2**.

**Section 8.6. Protection of Security.** The Agency is duly authorized under all applicable laws to create and issue the Note and to adopt this Resolution and to pledge the Revenue in the manner and to the

extent provided in this Resolution. The Revenue so pledged is and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, except as otherwise expressly provided herein, and all corporate action on the part of the Agency to that end has been duly and validly taken. The Note is and will be a valid obligation of the Agency in accordance with its terms and the terms of this Resolution. The Agency shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the Revenue pledged under this Resolution and all the rights of the Owner under this Resolution against all claims and demands of all persons whomsoever.

## **ARTICLE IX**

### **FORM OF NOTE**

**Section 9.1. Form of Note.** The Note shall be in substantially the following form:

#### **(FORM OF NOTE)**

**THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE IS A BANK OR A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE OWNER HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.**

**THIS NOTE MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 3.6 OF RESOLUTION NO. \_\_\_\_\_ OF THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA.**

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF YORK**

**COMMUNITY DEVELOPMENT AGENCY  
OF YORK, NEBRASKA**

**COLLABORATION REAL ESTATE REDEVELOPMENT PROJECT  
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2026**

No. R-1

Up to an aggregate amount of \$1,350,000  
(subject to reduction as described herein)

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	(December 31, 2043)	7.25%

**REGISTERED OWNER: Collaboration Real Estate, LLC**

**PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO**

**REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.**

**IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA** has caused this Note to be signed by the manual signature of the Chairman of the Agency, countersigned by the manual signature of the Secretary of the Agency.

**COMMUNITY DEVELOPMENT AGENCY OF  
YORK, NEBRASKA**

[S E A L]

By: \_\_\_\_\_ (manual signature)  
Chairman

By: \_\_\_\_\_ (manual signature)  
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA** (the “Agency”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of York, Nebraska (the “Registrar”), payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2028, by check or draft mailed to the Registered Owner hereof as shown on the note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable payment date occurs, at such Owner’s address as it appears on such note registration books. The principal of this Note is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2157, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. \_\_\_\_\_ duly passed and adopted by the Agency on \_\_\_\_\_, 2025, as from time to time amended and supplemented (the “Resolution”).

**THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$1,350,000.**

This Note has been issued by the Agency for the purpose of financing the costs of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the area identified and referred to as the Collaboration Real Estate Project which is more specifically described in the Resolution, and to carry out the Agency's corporate purposes and powers in connection therewith.

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

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

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

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

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

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

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

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

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

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

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

*[The remainder of this page intentionally left blank]*

(FORM OF ASSIGNMENT)

**ASSIGNMENT**

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

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

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

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

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

Signature Guaranteed By:

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

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

*[The remainder of this page intentionally left blank]*



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

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

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

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

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

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

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

## ARTICLE XI

### AMENDING AND SUPPLEMENTING OF RESOLUTION

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

(a) To make any changes or corrections in this Resolution as to which the Agency shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(b) To add additional covenants and agreements of the Agency for the purpose of further securing payment of the Note;

(c) To surrender any right, power or privilege reserved to or conferred upon the Agency by the terms of this Resolution;

(d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution; and

(e) To grant to or confer upon the Owner of the Note any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

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

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

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

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

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

## ARTICLE XII

### MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED:** \_\_\_\_\_, 2025.

**COMMUNITY DEVELOPMENT AGENCY OF  
YORK, NEBRASKA**

(SEAL)

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

ATTEST:

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

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

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

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

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

Notice of this meeting was given in advance thereof by publication in the York News Times on November 13, 2025, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

**Minutes**

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

**Claims of Elected Officials**

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$1,791.04. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Abstain (With Conflict).

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$107.50. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Abstain (With Conflict), Jeff McGregor: Yea, Tony North: Yea.

**Claims**

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

**Department Activities Reports for October 2025**

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

**Preliminary cash balances for September 2025**

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

### City Administrator Report

Dr. Crawford stated there were many items on the agenda from the Planning Commission meeting. She thanked the planning commission and Dan Aude for all the work that was completed to get these projects to Council for approval. All of these items presented are evidence of change happening throughout the city. She congratulated Chief Tony Bestwick on 25 years of service to the Fire Department. The holiday lights have been hung and Dr. Crawford stated the downtown is a festive area.

### Annual Report for the Kilgore Memorial Library

Deb Robertson gave an annual report for the library. She shared a summary of her twelve years at the library and what changes have occurred. Developing the skill sets of staff, programs offered by the library and increases in the collection and circulation of items were areas highlighted in her presentation. The library partners with individuals, schools, colleges, service agencies and local organizations, along with volunteers and staff to make the library a vital communication hub for the city and county. The library is proud to serve as an essential cornerstone of civic and cultural life in York with its diverse clubs and activities.

### Amended Interlocal for Joint Communications Agency

Mindy Gerken, 510 N. Lincoln Ave, York, Nebraska, Communications Director, spoke on the amendments to the interlocal agreement with the city and county for the joint communications agency. The updates included appointments/removals for positions to be carried out by the respective entities, standard operating procedures adopted, meetings quarterly as opposed to annually, the director is to be available for all budget meetings, the director is responsible for the creation of an emergency plan and some budget language updated. Clarification on wireline monies clarified. The termination of the lease changed to one year in advance as opposed to two years. Some language was struck because it dealt with the initial creation of the agency.

Motion to approve the amended interlocal agreement between the City of York and York County to establish a Joint Communications Agency. Ayes with a motion by Tony North and a second by Stephen Postier. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

### Appointment of City Street Superintendent for 2026

James stated he received his Class A Superintendent license this year. He also shared that Brandon Osentowski and Treyton Ruhl are also certified as Class B Street Superintendents.

Motion to approve the appointment of James Paul II, Superintendent License Number S-1742, Class A, to be the City of York's Street Superintendent for the calendar year 2026. Ayes with a motion by Scott Van Esch and a second by Jeff McGregor. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

### Federal Signal Safety and Security Systems – Tornado Siren

Tony shared this is the last siren to be purchased for a while. This siren is located at 2900 N. Division Avenue.

Motion to approve the quote from Federal Signal Safety and Security Systems for a tornado siren for the Fire Department in the amount of \$36,034.95. Ayes with a motion by Scott Van Esch and a second by Jeff Pieper. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

### Snowplow Prep Package Anderson Ford for the Fire Department

Tony shared this was an oversight with the approval of the pickup from the last meeting. This is the wiring package for the snowplow for the pickup.

Motion to approve the purchase of the Snowplow Prep Package for \$250.00 from Anderson Ford via State Contract #16214 OC for the Fire Department. Ayes with a motion by Jeff Pieper and a second by Tony North. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

### Right of First Refusal – Nebraska Public Power District

Dr. Crawford shared this was negotiated with NPPD should there be the need for a substation in the new industrial park.

Motion to approve the Right of First Refusal to Purchase Real Estate between the City of York and Nebraska Public Power District for a tract of land comprising a part of the west half of the southeast quarter of 25-11-3. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jennifer

Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

#### SDL – JWs Catering

Jerry stated this event was for a business and was not open to the public. Every attendee will be carded and get a wristband.

Motion to approve the special designated liquor license for JWs Catering for a company social at Best Western Hotel on December 19, 2025. Ayes with a motion by Jeff McGregor and a second by Scott Van Esch. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Abstain (With Conflict), Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

#### Event Permit - Heart of the Holidays

Dr. Crawford stated this is now on the agenda for approval due to the new event permit approval process. It has come before Council because it will require extra city resources.

Motion to approve the event permit for the Heart of the Holidays on December 14, 2025. Ayes with a motion by Tony North and a second by Stephen Postier. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

#### Public Hearing on Preliminary and Final Plats

##### Replat of Lots 1 and 2, Arnor Subdivision, City of York, York County, Nebraska

The Mayor stated this was the time and place for a public hearing on the preliminary and final plat of the Replat of Lots 1 and 2, Arnor Subdivision, City of York, York County, Nebraska. Dan stated this was a plat to combine two city lots. It met all city codes and was recommended by the planning commission. Amy Bruch, 217 N. Delaware Ave, York, Nebraska shared the purpose of the plat was to combine two lots into one so a house could be placed on the lot and meet all set-backs required by the city. There was no other public discussion.

Motion to approve the preliminary and final plat of the Replat of Lots 1 and 2, Arnor Subdivision, City of York, York County, Nebraska. Ayes with a motion by Jeff Pieper and a second by Jeff McGregor. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

##### Replat of Lots 2 and 3, Commerce Subdivision - 1st Platting, City of York, York County, Nebraska

The Mayor announced this was the time and place for a public hearing on the preliminary and final plat of the Replat of Lots 2 and 3, Commerce Subdivision - 1st Platting, City of York, York County, Nebraska. Dan shared this plat was to split one lot into two lots. It meets city codes and was recommended by the planning commission. Jim Daws, 1091 N. 7th Street, Seward, Nebraska, said the building has been sold to Central Nebraska Refrigeration and the other lot is to be sold. There was no other public comment.

Motion to approve the preliminary and final plat of the Replat of Lots 2 and 3, Commerce Subdivision - 1st Platting, City of York, York County, Nebraska. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

##### Replat of Lots 12, 13, 14, and 15, Bella Vista Estates, City of York, York County, Nebraska

The Mayor declared this was the time and place for a public hearing on the preliminary and final plat of the Replat of Lots 12, 13, 14, and 15, Bella Vista Estates, City of York, York County, Nebraska. Dan shared this was to vacate a portion of Meadow Lane back to the landowners. There will still be an alley for utilities, but the remaining previously dedicated street will be given back to the landowners. The public works department was in agreement of the proposed alley. The plat met all city code and was recommended by the planning commission. George Werts, 1207 Vista Way, York, Nebraska stated he resides on Lot 13 and was available for any questions. There was no other public comment.

Motion to approve the preliminary and final plat of the Replat of Lots 12, 13, 14, and 15, Bella Vista Estates, City of York, York County, Nebraska. Ayes with a motion by Jeff McGregor and a second by Scott Van Esch. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

Bruch Subdivision, City of York, York County, Nebraska

The Mayor declared this was the time and place for a public hearing on the preliminary and final plat for Bruch Subdivision, City of York, York County, Nebraska. Dan stated this was for the property at 1002 E. Nobes Road. It is being replatted to change lot size and dimensions. It meets all city codes and was recommended by the planning commission. Amy Bruch, 217 N. Delaware Ave, York, Nebraska, stated they wanted to reconfigure this for a future build along with the annexation of a small parcel of ground to meet required setbacks. There was no other public comment.

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

Public Hearing on Special Use Permit

The Mayor stated this was the time and place for a public hearing on a special use permit filed by Hitz Towing. James stated this needed to be completed due to the zoning change on the property. This was recommended by the planning commission. There was no other public comment.

Motion to approve the special use permit filed by Hitz Towing for an automobile wrecker/vehicle towing service establishment located on Irregular Tract #57 and IT #35 in 7-10-2 and IT #19 and railroad ROW in 12-10-3, City of York. Ayes with a motion by Jerry Wilkinson and a second by Jeff McGregor. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

Public Hearing on Movers Permit

The Mayor stated this was the time and place for a public hearing on a movers permit filed by Clouse Construction. Dan shared this is to move a home from 1002 E. Nobes to the newly platted Lots 1 and 2 Arnor Subdivision within the city. It meets city requirements and was recommended by the planning commission. Amy Bruch, 217 N. Delaware, York, Nebraska, shared this home will be moved in two pieces to its new destination. There was no other public comment.

Motion to approve the movers permit from Clouse Construction LLC for a single-family home to be moved from 1002 E. Nobes Road to Lots 1 and 2 Arnor Subdivision. Ayes with a motion by Scott Van Esch and a second by Jeff McGregor. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

Resolution 2025-26 - Mayor to sign the Year-End Certification

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2025**

Resolution No. 2025 - 26

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor  Village Board Chairperson  of City of York is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 20 day of November, 2025 at York, Nebraska.

City Council/Village Board Members

Stephen Postler Larry Wilkinson  
Scott van Esch Jeff Pieper  
Jeff McGregor Tony North

City Council/Village Board Member Pieper  
Moved the adoption of said resolution  
Member North Seconded the Motion  
Roll Call 6 Yes 0 No 0 Abstained 1 Absent  
Resolution adopted, signed, and billed as adopted.



Attest: Manda King  
(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2025. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

Year-End Certification of City Street Superintendent  
For Determining Incentive Payment in Calendar Year 2025

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January, 2025 to December, 31, 2025

(1)(a) The municipality of York certifies that: James Paul II was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

(b) the superintending services of the above listed individual were provided by:  Employment with this Municipality  Contract (consultant) with this Municipality  Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512  
1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,  
2. Developing an annual program for design, construction, and maintenance,  
3. Developing an annual budget based on programmed projects and activities,  
4. Submitting such plans, programs, and budgets to the local governing body for approval; and  
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

(d) the above listed individual also served as:  city engineer  village engineer  public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1742 and Class of License A, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

(2) [Signature]  
Signature of Mayor  Village Board Chairperson

(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return by December 31, 2025, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2025 to:  
Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

Motion to approve Resolution 2025-26 to authorize the Mayor to sign the Year-End Certification of City Street Superintendent completed forms. Ayes with a motion by Jeff Pieper and a second by Tony North. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

#### Public Hearing on Ordinance for Annexation

The Mayor stated this was the time and place for a public hearing on the annexation of a parcel of ground in part of Lot Three Seidel's Addition. Dan stated this is being done to accommodate a new house being built. It meets city requirements and was recommended by the planning commission. Amy Bruch, 217 N. Delaware Ave, York, Nebraska stated that they are building a home within the city limits and needed more room to meet required setbacks. This was the first reading. The second reading will be December 4, 2025. There was no other public comment.

First Reading:

Ordinance No. 2411 –

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

Ordinance No. 2412 —

**AN ORDINANCE TO VACATE A PORTION OF MEADOW LANE IN THE CITY OF YORK, NEBRASKA, AS MORE PARTICULARLY DESCRIBED HEREIN, TO REPEAL ALL ORDINANCES IN CONFLICT HERewith, AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.**

This is to vacate the dedicated road redefined within the Bella Vista Estates plat that was approved earlier in the meeting. There is an alley and the remainder that is vacated is given back to the landowners.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2412. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Jeff Pieper and a second by Tony North. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

Motion to approve Ordinance No. 2412 to vacate a portion of Meadow Lane in the City of York. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson. Jennifer Sheppard: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea.

#### Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:20 p.m.

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Amanda Ring, City Clerk

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Barry Redfern, Mayor

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	3	352.39	N		
01-00120	JACKSON SERVICES INC	12	1,019.48	N		
01-00200	NEBRASKA MACHINERY CO	2	1,945.45	N		
01-00210	EAKES OFFICE PLUS	3	1,674.84	N		
01-00290	NORTH PRINTING & OFFICE S	5	369.24	N		
01-00300	BLACK HILLS ENERGY	9	4,441.37	N		
01-00340	BOUND TREE MEDICAL LLC	3	1,593.50	N		
01-00360	CITY OF YORK	1	25,000.00	N		
01-00540	GLOBAL TECH, INC.	9	11,549.40	N		
01-00701	OLSSON ASSOCIATES	2	685.00	N		
01-00710	OVERLAND SAND & GRAVEL	1	407.50	N		
01-00780	PRESTO X COMPANY	1	39.57	N		
01-00800	BURST, LLC	12	1,172.39	N		
01-01070	NEBRASKA LIBRARY COMM.	1	303.69	N		
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N		
01-01290	GRAND CENTRAL FOODS, INC.	1	20.36	N		
01-01330	JLC, INCORPORATED	3	800.19	N		
01-01340	KOPCHOS SANITATION, INC	11	1,608.50	N		
01-01390	AFLAC	3	897.54	N		
01-01460	PERENNIAL POWER	1	11,740.82	N		
01-01470	SERVI-TECH LABORATORIES	2	368.00	N		
01-01510	HACH CO.	1	1,165.37	N		
01-01670	FRATERNAL ORDER OF POLICE	2	900.00	N		
01-01690	UNITED FUND	2	43.08	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	422.00	N		
01-01780	WATER ENVIRONMENT FED	1	89.00	N		
01-01841	CORNERSTONE BANK TRUST	2	801,557.50	N		

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-02010	YORK EQUIPMENT, INC.	1	78.70	N		
01-02060	NE DEPT OF ENVIRONMENT &	3	928,019.87	N		
01-02590	ADOPT A PET	1	3,583.33	N		
01-03000	LCL TRUCK EQUIPMENT, INC.	1	225.32	N		
01-03240	YORK COUNTY DEVELOPMENT C	2	9,077.25	N		
01-03260	HOMETOWN LEASING	3	247.07	N		
01-03590	PENNER'S TIRE & AUTO	1	1,403.94	N		
01-03930	YORK CHAMBER OF COMMERCE	1	2,575.00	N		
01-04190	YORK ANIMAL CLINIC	1	367.55	N		
01-04500	SEWARD COUNTY INDEPENDENT	1	145.00	N		
01-04750	THE J.P. COOKE CO.	1	226.55	N		
01-05310	SAPP BROTHERS PETROLEUM,	10	9,551.15	N		
01-05330	NSG LOGISTICS LLC	4	8,026.50	N		
01-06160	DELL MARKETING L.P.	1	237.99	N		
01-06630	FASTENAL	1	0.06	N		
01-07680	WINTER EQUIPMENT CO, INC	1	11,994.75	N		
01-08220	LINCOLN MARRIOTT CORNHUSK	1	349.50	N		
01-1	MISCELLANEOUS VENDOR	31	1,095.00	N		
01-10840	TOTAL ADMINISTRATIVE SERV	1	575.57	N		
01-10880	RASMUSSEN MECHANICAL SERV	1	3,799.00	N		
01-11010	VERIZON	1	1,382.44	N		
01-13589	TOTAL TOOL	1	1,150.00	N		
01-14410	LINCOLN WINWATERWORKS	3	1,964.84	N		
01-15710	CHRISTOPHER G. CRITEL	1	404.30	Y		
01-15930	STERICYCLE INC	1	726.07	N		
01-15940	MED-TECH RESOURCE INC	3	1,269.53	N		
01-15980	HDR ENGINEERING INC	1	4,627.07	N		

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-17540	COMMUNITY TITLE CO	1	175.00	N		
01-17960	WILLIAM LEE LUNDY	1	75.00	Y		
01-18350	METERING & TECHNOLOGY SOL	1	4,141.24	N		
01-18410	REGIONAL CARE INC	1	39,744.74	N		
01-19450	GERHOLD CONCRETE CO INC	1	2,358.12	N		
01-19590	COLONIAL LIFE	4	785.52	N		
01-19600	AMERITAS	4	1,370.20	N		
01-20850	DEARBORN LIFE INSURANCE C	1	2,072.74	N		
01-22050	HEAVY METAL SUPPLY CO	2	167.93	N		
01-22670	NATIONWIDE INS	1	198.00	N		
01-23060	ELECTRIC PUMP INC	1	8,053.85	N		
01-23260	KERRY'S RESTAURANT & CATE	1	1,540.00	N		
01-23350	YORK PUBLIC SCHOOLS	1	1,113.03	N		
01-24120	FIRESPRING	1	186.50	N		
01-24700	WOODS & AITKEN	1	109.50	Y		
01-25080	DEARBORN NATIONAL-VOLFIR	1	159.60	N		
01-25100	NEBRASKA RURAL RADIO ASSO	3	2,250.00	N		
01-25650	CARDMEMBER SERVICE	1	6,377.08	N		
01-26330	QUICK MED CLAIMS	1	4,689.55	N		
01-26470	LANGUAGE LINC	1	81.20	N		
01-27190	EMERGENCY SERVICESMARKET	1	809.10	N		
01-27210	MIDWEST AUTO PARTS INC.	7	510.51	N		
01-27470	ROWE LAWN SERVICE	1	600.00	N		
01-27480	BRIAN ROWE	1	440.00	Y		
01-27570	LINCOLN CREEK ELECTRIC, L	1	817.74	N		
01-28140	MALWAREBYTES INC	1	2,572.45	N		
01-28230	STANDARD INS CO	1	4,750.00	N		

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

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-28380	FREEDOM REPAIR AND MOTORS	2	522.60	Y		
01-28540	AMAZON BUSINESS	20	1,471.88	N		
01-28570	ERIC ECKERT	1	300.00	N		
01-31310	TG TECHNICAL SERVICES	1	112.42	Y		
01-31490	VESTIS	1	116.01	N		
01-31510	HD SUPPLY	2	499.88	N		
01-32020	1200.AERO	1	1,200.00	N		
01-32870	SEILER INSTRUMENT & MANUF	1	3,980.00	N		
01-33080	MID AIR IT LLC	2	510.00	Y		
01-33290	PYT SPORTS INC	1	4,000.00	N		
01-33300	GREAT PLAINS PEST MANAGEM	1	725.00	N		
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*** REPORT TOTALS ***		248	1,963,185.42			
		Payroll	219,222.07			
		Total	2,182,607.49			

SELECTION CRITERIA

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

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TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 11/21/2025 THRU 12/04/2025	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

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

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## York Parks & Recreation Annual Summary

October 1, 2024 – September 30, 2025

York Parks and Recreation had another impactful year, serving thousands of residents and visitors through its programs, facilities, and community spaces. Across every department — from the museum to the ballfields — our work continues to reflect the pride, connection, and quality of life that make York a great place to live, work, and play.

### A Year of Activity and Growth

This year, our facilities remained vibrant gathering places for recreation, wellness, and community engagement. The Community Center saw over 39,000 membership check-ins, alongside more than 1,500 rentals and strong participation in 98 programs. The Family Aquatic Center welcomed over 13,500 patrons with 548 memberships sold and a highly trained seasonal team ensuring a safe and fun summer.

Athletic complexes like the Ballpark and Soccer Complex continued to thrive, hosting hundreds of local games and tournaments that draw families and visitors to York each weekend. The Auditorium remained a busy hub for events and activities, while our parks system provided hundreds of rental opportunities and daily spaces for residents to connect, play, and recharge.

The Anna Bemis Palmer Museum expanded York's cultural footprint through three exhibits and multiple programs that celebrated our community's history and creativity.

### Investing in Community

Behind every number is a dedicated team of full-time, part-time, and seasonal staff who take pride in maintaining clean, safe, and welcoming spaces. Their commitment ensures that York Parks and Recreation not only operates efficiently but also creates experiences that strengthen community bonds.

### Looking Ahead

As we move forward, York Parks and Recreation remains focused on its mission — to enhance quality of life through recreation programming, fitness opportunities, and outdoor exploration. We will continue to invest in our people, programs, and facilities to ensure that every resident can find their place to play, grow, and belong.

Respectfully submitted,

Cheree Folts

Director of Parks and Recreation

York Parks and Recreation Department  
211 E. 7th Street | York, Nebraska 68467  
402-363-2630 | Fax 402-362-0347  
[www.cityofyork.net](http://www.cityofyork.net)



# YORK PARKS AND RECREATION ANNUAL REPORT

OCTOBER 1, 2024 TO SEPTEMBER 30, 2025

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**ANNA BEMIS  
PALMER MUSEUM**

3 EXHIBITS  
387 PROGRAM ATTENDEES  
1,048 EXHIBIT ATTENDEES

**AUDITORIUM**

985 FACILITY RENTALS

**BALLPARK  
COMPLEX**

1,794 FACILITY RENTALS (CAGES, PRACTICES, GAMES) MON-TH  
935 TOURNAMENT GAMES FRI-SUN  
40 LOCAL TEAMS / 430 TOURNAMENT TEAMS  
46,180 CONCESSION ITEMS SOLD

**COMMUNITY  
CENTER**

39,659 MEMBERSHIP CHECK-INS  
1,593 FACILITY RENTALS  
14,149 ADULT PARTICIPANTS / 23 PROGRAMS  
10,865 YOUTH PARTICIPANTS / 75 PROGRAMS

**FAMILY  
AQUATIC CENTER**

13,576 PATRONS  
548 MEMBERSHIPS SOLD  
6,572 MEMBERSHIP CHECK-INS  
28 RESCUES  
10,522 CONCESSION ITEMS SOLD

**PARKS**

334 FACILITY RENTALS (SHELTERS, COURTS, FIELDS)  
13,134 CONCESSION ITEMS SOLD

**SOCCER  
COMPLEX**

759 FACILITY RENTALS (PRACTICES, GAMES)  
41 LOCAL TEAMS  
3,312 CONCESSION ITEMS SOLD

**YEARLY COMPARISON OF FAMILY AQUATIC CENTER STATS**

Reports	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Incident Reports	1	13	5	5	11	8	7	7	11	5	3
Accident Reports	36	37	25	27	14	9	16	22	31	7	7
Rescue	23	22	21	31	20	21	35	26	27	17	28
Employee Discipline	10	13	16	4	0	1	6	0	21	16	15
<b>TOTAL</b>	<b>70</b>	<b>85</b>	<b>67</b>	<b>67</b>	<b>45</b>	<b>39</b>	<b>64</b>	<b>55</b>	<b>90</b>	<b>45</b>	<b>53</b>

Membership Check-ins Days of the week	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Monday	1664	1324	1299	914	886	437	1163	1322	1514	1164	1147
Tuesday	1469	1630	1399	1200	692	550	1278	1536	1548	986	1008
Wednesday	1343	1718	1354	1077	722	458	1191	1100	1314	1199	942
Thursday	1172	1701	1504	1338	1014	476	1245	1215	1386	975	854
Friday	1497	1686	1205	1387	1237	483	1247	1524	1241	1221	978
Saturday	1151	779	1073	1013	741	295	541	703	871	688	910
Sunday	1400	1265	1028	1089	625	395	850	1127	1244	912	733
<b>TOTAL</b>	<b>9696</b>	<b>10103</b>	<b>8862</b>	<b>8018</b>	<b>5917</b>	<b>3,094</b>	<b>7515</b>	<b>8527</b>	<b>9118</b>	<b>7145</b>	<b>6572</b>

Member Gender	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Male	4844	4848	4604	4371	3041	1694	3787	3872	4770	3346	3218
Female	4852	5255	4258	4618	2876	1400	3728	4655	5767	3799	3354
<b>TOTAL</b>	<b>9696</b>	<b>10103</b>	<b>8862</b>	<b>8989</b>	<b>5917</b>	<b>3,094</b>	<b>7515</b>	<b>8527</b>	<b>10537</b>	<b>7145</b>	<b>6572</b>

Member Check-in by Hour	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
10:00am	1							3	0		
11:00am	10	54	36	39	17	18	56	88	171	69	54
12:00pm	477	591	554	535	308	159	433	440	387	468	502
1:00pm	3073	3164	2500	2104	1869	897	2329	2646	2979	2570	2425
2:00pm	1840	1801	1654	1458	1281	614	1506	1846	1867	1375	1315
3:00pm	1548	1549	1348	1227	1001	618	1128	1394	1440	879	918
4:00pm	1075	1123	1017	1004	545	234	726	692	752	510	470
5:00pm	828	808	784	728	349	322	581	700	726	651	437
6:00pm	594	646	538	489	361	163	529	501	405	303	250
7:00pm	144	165	243	121	58	7	85	116	97	143	58
8:00pm	22	12	45	103	3		0	2	57	37	27
9:00pm	7	17	12	10	2	1	3	0	53	15	25
10:00pm	77	160	125	197	117	60	133	92	184	122	89
11:00pm		13	6	3	6	1	23	7	0	3	2
<b>TOTAL</b>	<b>9696</b>	<b>10103</b>	<b>8862</b>	<b>8018</b>	<b>5917</b>	<b>3,094</b>	<b>7532</b>	<b>8527</b>	<b>9118</b>	<b>7145</b>	<b>6572</b>

Memberships Purchased	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>TOTAL</b>	<b>898</b>	<b>527</b>	<b>447</b>	<b>386</b>	<b>265</b>	<b>128</b>	<b>323</b>	<b>552</b>	<b>463</b>	<b>358</b>	<b>548</b>

Pool Attendance	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
May	948	174	833	1655	793	0	264	662	1017	888	450
June	7442	9861	7742	7098	7624	3178	7767	7829	8498	7807	7004
July	7747	6905	7315	6177	7001	5600	6771	6332	6188	5909	5327
August	1926	1786	741	1294	689	1308	1795	2165	689	1459	795
<b>TOTAL</b>	<b>18063</b>	<b>18726</b>	<b>16631</b>	<b>16224</b>	<b>16107</b>	<b>10086</b>	<b>16597</b>	<b>16988</b>	<b>16392</b>	<b>16063</b>	<b>13576</b>

Members vs. Daily	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Members	9696	10103	7782	8018	5917	3094	7515	8527	9118	7145	6572
Daily	8367	8623	8849	8206	10190	6992	9082	8461	7274	8918	7004
<b>TOTAL</b>	<b>18063</b>	<b>18726</b>	<b>16631</b>	<b>16224</b>	<b>16107</b>	<b>10086</b>	<b>16597</b>	<b>16988</b>	<b>16392</b>	<b>16063</b>	<b>13576</b>

**SOCCER COMPLEX**

<b>League Play M-F</b>	<b>2023-2024</b>	<b>2024-2025</b>
Practices	449	580
Games	187	179
<b>TOTAL</b>	<b>636</b>	<b>759</b>
<b>Field Usage</b>		
U 6/8 #1 YELLOW	56	39
U 6/8 #2 YELLOW	32	34
U 6/8 #3 YELLOW	14	24
U 6/8 #4 YELLOW	26	16
U 6/8 #5 YELLOW	27	19
U 6/8 #6 YELLOW	27	16
U 10 #1 RED	89	130
U 10 #2 RED	74	112
U 12 #1 GREEN	28	91
CHAMPIONSHIP FIELD #1	71	41
CHAMPIONSHIP FIELD #2	52	24
PRACTICE FIELD #1	35	105
PRACTICE FIELD #2	0	101
Shelter Area		2
<b>TOTAL</b>	<b>531</b>	<b>754</b>
<b>Tournament Stats</b>		
Number of Tournaments Played	0	0
Total Teams	0	0
Total # of Fields	0	0
Total # of days	0	0
Total # of Games	0	0
Number of Tournaments Cancelled	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>
<b>League Teams</b>		
Sting Fall	22	15
Sting Spring	26	18
YU	4	4
YHS	4	4
<b>TOTAL</b>	<b>56</b>	<b>41</b>

**MUSEUM STATS 2024-2025**

<b>MUSEUM STATS 2024-2025</b>	
<b>Exhibit</b>	<b>Dates</b>
History of York County	Sept 7th, 2024-Feb 28th, 2025
A Century in Style	April 15th, 2025-August 1st, 2025
Analog Anthology	Sep 16th, 2025-Feb 27th, 2026
<b>Total Exhibits</b>	<b>3</b>
<b>Program Stats</b>	<b>Attendance</b>
History of YU - November 10th, 2024	41
History of YFD - December 14th, 2024	23
History of Library - January 12th, 2025	14
History of NRRA - February 16th, 2025	16
From This Day Forward - June 30th, 2025	26
1st Nebraska Volunteers Brass Band - July 26th, 2025	103
Sip and Stroll - September 25th, 2025	148
Belmont Senior Center Guest Speaker 6/30/25	16
<b>Total Program Attendance</b>	<b>387</b>
<b>Exhibit Attendance</b>	
History of York County (starting Oct 1)	378
A Century in Style	470
Analog Anthology (until September 30th)	200
<b>Total Attendance for 2024-2025</b>	<b>1048</b>

**COMMUNITY CENTER ANNUAL COMPARISONS**

Mar. 30-Sept. 30

**Members Daily Check-Ins**

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	*RENO*	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Monday	3023	3453	3463	2897	3378	2168	988	988	2838	6223	6303	7801
Tuesday	3156	4177	3626	3122	2622	1778	945	945	2582	5156	5884	6631
Wednesday	3088	4215	3661	3204	3600	1714	1036	1036	2980	6295	6635	7218
Thursday	2642	2918	3127	2638	2484	1713	855	855	2649	4814	6102	5943
Friday	2557	2835	2949	2518	2847	1865	912	912	2678	5684	5741	6538
Saturday	1083	1348	1417	1145	1166	852	469	469	1101	2558	2513	3118
Sunday	990	1265	947	873	783	637	401	401	141	1263	2138	2410
<b>TOTAL</b>	<b>16539</b>	<b>20211</b>	<b>19190</b>	<b>16397</b>	<b>16880</b>	<b>11187</b>	<b>5606</b>	<b>5606</b>	<b>14969</b>	<b>31993</b>	<b>35316</b>	<b>39659</b>

**Members Check-Ins**

Males	11448	13619	12404	10547	10368	6971	3539	3539	7376	16009	17713	20095
Females	5091	6592	6786	5850	6512	4216	2067	2067	7593	15984	17603	19564
<b>TOTAL</b>	<b>16539</b>	<b>20211</b>	<b>19190</b>	<b>16397</b>	<b>16880</b>	<b>11187</b>	<b>5606</b>	<b>5606</b>	<b>14969</b>	<b>31993</b>	<b>35316</b>	<b>39659</b>

**Venue Bookings**

Auditorium	187	306	455	344	307	589	1539* Reno	1057	1057	690	780	985
Community Center	329	226	280	673	940	1135	816* Reno	1066	1066	1384	1388	1593
Fields	624	754	240	75 (levitt only)	43 (levitt only)	23 (levitt only)	29 (levitt & BC)	41 (levitt & BC)	125	125	56 (levitt only)	330 (Levitt Only)
Picnic Shelters / Parks	108	122	107	132	119	107	120	115	115	108	91	82
Tennis / Pickleball courts	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	16
<b>TOTAL</b>	<b>1248</b>	<b>1408</b>	<b>1082</b>	<b>1149</b>	<b>1409</b>	<b>1854</b>	<b>2504</b>	<b>2279</b>	<b>2279</b>	<b>2307</b>	<b>2264</b>	<b>2676</b>

**Programming**

Adult Program	12	14	17	18	18	21	22 (1C/4R)	22	22	23	27	23
Youth Program	66	71	63	63	63	61 (19C)	61 (6C/4R)	70	70	76	75	75
<b>Total</b>	<b>78</b>	<b>85</b>	<b>80</b>	<b>81</b>	<b>81</b>	<b>82 (19C)</b>	<b>83 (15C)</b>	<b>92</b>	<b>92</b>	<b>99</b>	<b>102</b>	<b>98</b>

**Programming Participation**

Adult Participation	12281	11669	11987	11958	9439	3909	4031	6195	6195	10968	14433	14192
Youth Participation	4021	6231	6282	6880	7419	4868	7400	9798	9798	11193	11110	10865
<b>Total</b>	<b>16302</b>	<b>17900</b>	<b>18269</b>	<b>18838</b>	<b>16858</b>	<b>8777</b>	<b>11431</b>	<b>15993</b>	<b>15993</b>	<b>22161</b>	<b>25543</b>	<b>25057</b>

**BALLPARK COMPLEX ANNUAL COMPARISON**

League Play M-F	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Bating Cages	213	241	115	47	130	176	201	297	380
Practices	414	276	359	367	590	670	954	443	1116
Games (includes double hitters)	342	328	190	132	270	320	298	258	298
<b>TOTAL</b>	<b>969</b>	<b>845</b>	<b>664</b>	<b>546</b>	<b>990</b>	<b>1166</b>	<b>1453</b>	<b>998</b>	<b>1794</b>

**Field Usage**

Yellow West	91	97	107	113	118	87	120	111	158
Green West	75	81	88	103	97	103	137	95	76
Blue West	97	108	121	92	108	93	134	128	100
Red West	74	116	86	121	120	77	151	119	125
Yellow East	79	77	95	69	126	97	83	116	67
Green East	71	61	73	79	124	86	82	68	59
Blue East	45	57	62	58	88	53	71	64	52
Red East	53	60	88	132	107	82	105	65	58
<b>TOTAL RESERVED</b>	<b>585</b>	<b>657</b>	<b>720</b>	<b>767</b>	<b>888</b>	<b>678</b>	<b>883</b>	<b>766</b>	<b>695</b>
Cancelled due to Covid-19				434					
<b>TOTAL</b>				<b>333</b>					

**Tournament Stats**

Number of Tournaments Played	14	13	16	1	11	11	16	19	13
Total Teams	388	520	555	44	407	483	522	503	430
Total # of Fields	98	79	219	14	142	155	183	163	152
Total # of days	25	26	32	2	22	24	30	31	25
Total # of Games		1365	1368	122	998	907	1131	1065	935
Number of Tournaments Cancelled	3	2	0	14	0	0	2	2	1
RV/Camper Rentals						56	112	127	107

**Miller Park & Beaver Park Usage**

Practices, Games, YPR, YC	124	157	135	176	195	282	236
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**League Teams**

Fusion	9	11	8	8	8	8	8	8	9
Knights	7	7	8	8	8	8	8	8	11
Optimist	8	8	8	0	7	6	N/A	N/A	N/A
T-ball	8	7	7	4	5	6	7	7	6
YU	3	3	3	3	3	3	3	3	4
YHS	2	2	2	2	2	2	2	2	4
YPR Boys Baseball							6	7	6
Nebraska Prime Softball						1	2	2	0

**RESOLUTION 2025-27**

**A RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND  
AUTHORIZING DISPOSITION OF SURPLUS PROPERTY**

**WHEREAS**, there are certain items of City property and equipment surplus to City needs;  
**NOW, THEREFORE**,

**THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA**, hereby resolves as follows:

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

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

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

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

**PASSED AND APPROVED** this 4<sup>th</sup> day of November, 2025.

---

Barry Redfern, Mayor

ATTEST:

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Amanda Ring, City Clerk

## EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
5	Circa 2017	5 used X2 Tasers-warranty expired	Police	\$300	NA
13	Circa 2017	13 used X2 Taser Holsters	Police	\$125	NA
8	2022	8 X2 Taser cartridges, carried but never deployed	Police	\$75	NA
1	2021	Taser 2 USB download cable	Police	\$0	NA

\*Note – I would not recommend sealed bid sale of these items, as they are defensive weapons and related accessories. We recently assisted with training in a smaller department who utilizes these older models and I'd like to draft a memorandum of transfer and donate these items to that department. This municipality will have policies and liability documentation in place directly related to Tasers and their use, and we know from experience that this department is professionally trained and certified.

– Edward Tjaden, Chief of Police

**RESOLUTION 2025-29**

**A RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND  
AUTHORIZING DISPOSITION OF SURPLUS PROPERTY**

**WHEREAS**, there are certain items of City property and equipment surplus to City needs;  
**NOW, THEREFORE**,

**THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA**, hereby resolves as follows:

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

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

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

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

**PASSED AND APPROVED** this 4<sup>th</sup> day of December, 2025.

---

Barry Redfern, Mayor

ATTEST:

---

Amanda Ring, City Clerk

**EXHIBIT A**

<b>UNIT #</b>	<b>YEAR</b>	<b>DESCRIPTION</b>	<b>DEPARTMENT</b>	<b>VALUATION</b>	<b>SERIAL #</b>
		Half-oval table	Library	20.00	
		End table	Library	20.00	
		Reception Chairs w/arms (19)	Library	10.00/each	
		Reception Chairs w/o arms (7)	Library	5.00/each	
		Desk w/return	Library	50.00	
		Desk w/o return	Library	25.00	

ORDINANCE NO. 2411

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

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

**Section 1.** Annexation Ordinance.

Pursuant to Neb. Rev. Stat. §16-117 (Reissue 2022), a Petition has been filed by the owner of property contiguous or adjacent to the City to request that said property be included within the corporate limits of the City of York. The Petition recites that Tyler Bruch and Amy Bruch are the owners of real estate described below which is urban or suburban in character:

A tract of land comprising of a part of Lot Three (3), Seidel's Addition located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Seven (7), Township Ten (10), Range Two (2) West of the 6<sup>th</sup> P.M. York County, Nebraska, described as follows: Commencing at the Southwest corner of Lot One (1), Seidel's 2<sup>nd</sup> Subdivision; thence N89°50'09"W, 41.99 feet to the point of beginning; thence S00°09'51"W, 67.77 feet; thence S80°33'41"W, 295.58 feet; thence N09°26'19"W, 118.74 feet; thence S89°50'09"E, 311.24 feet to the point of beginning and containing 0.64 acres more or less.

**Section 2.** After notice pursuant to law the City Council adopts this Ordinance to approve the Petition and the annexation of the real estate described above, and the Council hereby authorizes the annexation of such real estate to the corporate limits of the City of York, Nebraska, which property is contiguous or adjacent to the corporate limits of the City and which is urban or suburban in character.

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

PASSED AND APPROVED by the York City Council this \_\_\_\_\_ day of December, 2025.

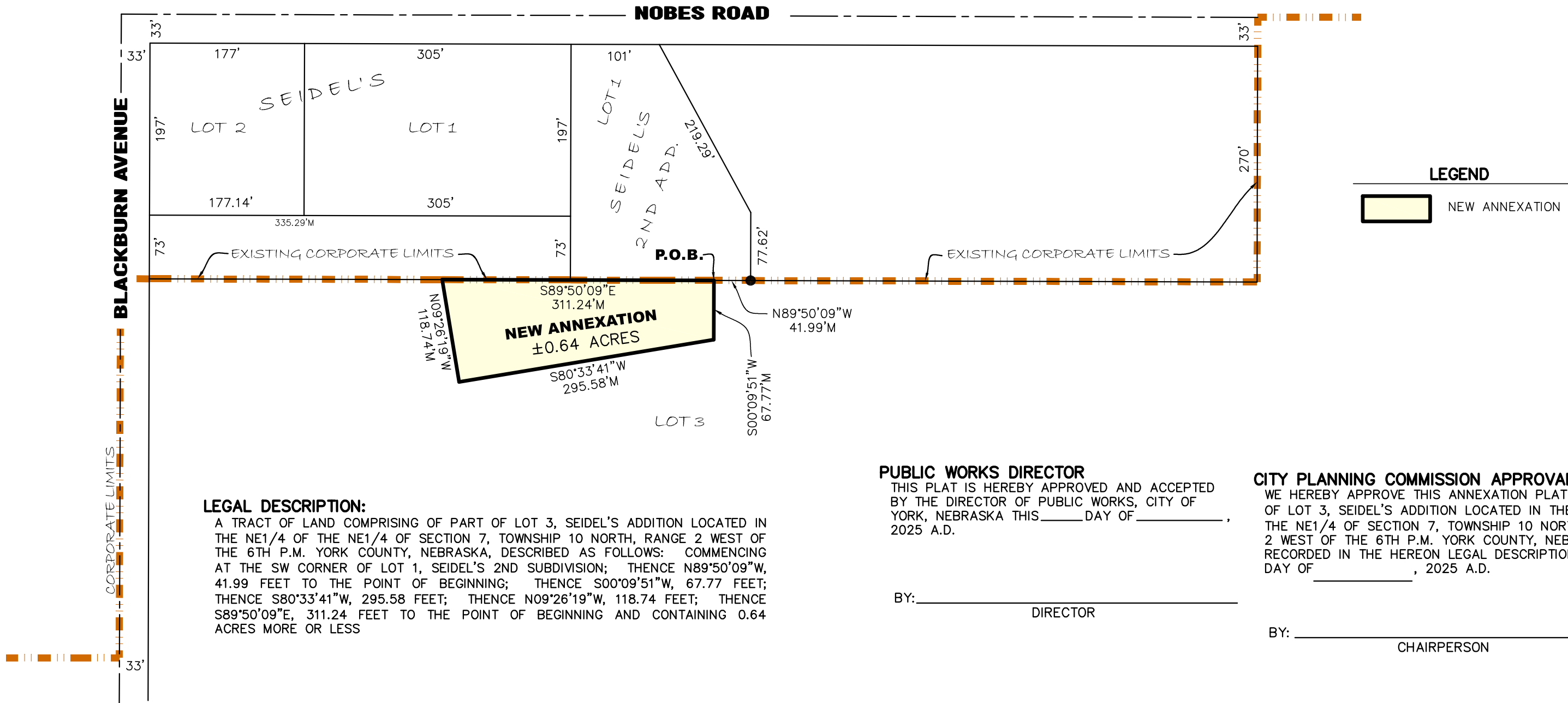
\_\_\_\_\_  
Barry Redfern, Mayor

ATTEST:

\_\_\_\_\_  
Amanda Ring, York City Clerk

# ANNEXATION PLAT

## PART OF LOT 3 SEIDEL'S ADDITION LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 7, T10N, R2W OF THE 6TH P.M., YORK COUNTY, NEBRASKA



**LEGAL DESCRIPTION:**

A TRACT OF LAND COMPRISING OF PART OF LOT 3, SEIDEL'S ADDITION LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M. YORK COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF LOT 1, SEIDEL'S 2ND SUBDIVISION; THENCE N89°50'09"W, 41.99 FEET TO THE POINT OF BEGINNING; THENCE S00°09'51"W, 67.77 FEET; THENCE S80°33'41"W, 295.58 FEET; THENCE N09°26'19"W, 118.74 FEET; THENCE S89°50'09"E, 311.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.64 ACRES MORE OR LESS

**PUBLIC WORKS DIRECTOR**

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, CITY OF YORK, NEBRASKA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 A.D.

BY: \_\_\_\_\_  
DIRECTOR

**CITY PLANNING COMMISSION APPROVAL**

WE HEREBY APPROVE THIS ANNEXATION PLAT OF PART OF LOT 3, SEIDEL'S ADDITION LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M. YORK COUNTY, NEBRASKA AS RECORDED IN THE HEREON LEGAL DESCRIPTION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 A.D.

BY: \_\_\_\_\_  
CHAIRPERSON

**YORK CITY COUNCIL ACCEPTANCE**

THIS ANNEXATION PLAT OF PART OF LOT 3, SEIDEL'S ADDITION LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M. YORK COUNTY, NEBRASKA IS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.

BY: \_\_\_\_\_  
BARRY H. REDFERN, MAYOR

ATTEST: \_\_\_\_\_  
AMANDA RING – CITY CLERK



<b>PROJECT / TITLE</b>
<b>ANNEXATION PLAT CITY OF YORK, NEBRASKA</b>
<b>FIELD WORK COMPLETION DATE:</b> OCTOBER 15, 2025
<b>SURVEY PLAT COMPLETION DATE:</b> OCTOBER 16, 2025

<b>SHEET</b>
<b>1 of 1</b>

**THIS SURVEY REQUESTED BY: AMY BRUCH**