

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, September 16, 2021  
7:00 PM



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

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Pledge of Allegiance
3. Roll Call
4. Minutes of September 2, 2021 meeting
5. Cash Balances for the month of August, 2021
6. Departmental Activities Report
7. Claims of Elected Officials
  - 7.1. Claim of Tony North for North Printing & Office Supply in the amount of \$2,106.52
  - 7.2. Claim of Jeff Pieper for Pieper's, Inc. in the amount of \$306.00
8. Claims for the period September 3, 2021 through September 16, 2021
9. City Administrator Report
10. Preliminary and final plat of Lot 21, Block 2 Harlan's Subdivision
11. Public hearing on an application for a Class D Liquor License filed by Maulin Patel d/b/a Mason Enterprise2 d/b/a Kirk's Corner 2, 3904 So Lincoln Avenue
12. Consider an application filed by Kelly Bukaske to move a house from 1605 Road 12 to East 12th Street (lot between 1704 East 12 and Mahoney House)
13. Approve Agreement with Benesch for York Street Bond Project in an amount not to exceed \$96,382

14. Approval of contract a 2022 Ford F550 4 x 4 with Braun Chief XL ambulance conversion in the amount of \$299,890.00
15. Approve agreement between City of York and Fraternal Order of Police, York Lodge No. 31 for the period September 27, 2021 through September 30, 2022
16. Approve Tony North resignation from York Housing Agency and appointment of Aaron Burger for the unexpired term of North
17. Approve Annual Certification of Program Compliance for 2021
18. Pension Committee Appointments:
  - Police Pension appointments - Brit Koch, Brandon Mount, Russ Coffey and Ben Rodenborg with Sue Crawford and Pellie Thomas, as Staff Members
  
  - Fire Pension appointments - Roy Nickels, Brandon Lambert, Erick Brekke and Tom Bredwell with Sue Crawford and Pellie Thomas as Staff Members
  
  - General Pension appointments - Kelly Wolfe, Denise Pfeifer, Allen Snider and Brandon Osentowski with Sue Crawford and Pellie Thomas as Staff Members
19. Special Designated Permit filed by United Way of York for Brandt Carpet & Tile, LLC to participate in the Sip and Stroll Tasting Event on October 7, 2021
20. Appointment of Stephen Postier to the York Community Infrastructure and Recreation Committee (LB357)
21. Adjournment

**REGULAR MEETING  
CITY COUNCIL, YORK, NEBRASKA  
SEPTEMBER 2, 2021  
7:00 o'clock P.M.**

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

The Mayor announced that the Open Meetings Act is posted on the east wall of the Council Chambers.

**ROLL CALL**

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

Notice of this meeting was given in advance thereof by publication in the York News Times on August 27, 2021, the City's designated method for giving notice, a copy of the proof of publication being attached to these Minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these Minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

**MINUTES**

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the Minutes of the August 26, 2021 meeting be approved.

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

**CLAIMS OF ELECTED OFFICIAL**

Councilmember Lones moved and Councilmember Wilkinson seconded that the claim of Tony North for North Printing and Office Supply Co. in the amount of \$3,328.61 be approved and paid.

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

**CLAIMS**

Councilmember Lones moved and Councilmember Wilkinson seconded that the claims for the period August 20, 2021 through September 2, 2021 be approved and paid.

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

**CITY ADMINISTRATOR REPORT**

The City Administrator outlined covid protocol for the City due to the increase in covid cases.

**APPROVE MANAGER OF YORK BOSSELMAN LIQUOR LICENSES**

Kinsey Bosselman addressed the Council advising that the prior manager of the Bosselman locations in York had resigned and that is company policy to appoint someone in corporate as manager.

Councilmember VanEsch moved and Councilmember Hubbard seconded that Kinsey Bosselman be approved as manager of said Bosselman locations in York and an recommendation be made to the Liquor Control Commission.

Roll Call Vote: Ayes: Sheppard, Wagner, North, Wilkinson, Hubbard, Pieper, Lones and VanEsch. Nays:

None. Motion Carried.

#### APPROVE PURCHASE OF TELEPHONE SYSTEM

Marty Walter, a representative of Central States Telecom, addressed the Council regarding a contract for the sale and installation of a new NEC phone system for the City. It was noted that a committee had met with various vendors regarding the replacement of the phone system over the past few months and it is their recommendation that Central States be selected.

Following discussion, Councilmember Pieper moved and Councilmember Hubbard seconded to approve the phone purchase from Central States Telecom.

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

#### ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS

Scott Keene of Piper/Sandler addressed the Council regarding the issuance of Highway Allocation Bonds, Series 2021B and Taxable Series 2021C for the improvement of several streets and Blackburn Avenue Bridge. He advised that these will be ten year bonds, Bonds will be issued in the amount of \$5,155,000 for tax exempt bonds at a range of true interest costs of 1.10-1.40%. Bonds will be issued in the amount of \$375,000 for taxable bonds at a range of true interest costs of 1.28-1.58%. Taxable bonds will be issued for the Blackburn Avenue bridge because federal funds were involved. Following discussion, the following ordinance was introduced:

#### ORDINANCE NO. 2297

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

Councilmember Hubbard moved and Councilmember Wilkinson seconded that the Statutory Rule requiring reading on three different days of Ordinance No. 2297 be suspended.

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

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 reading.

Councilmember Wilkinson moved and Councilmember North seconded that Ordinance No.2297 be passed and adopted.

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

#### .BOND ROAD PROJECT DESIGN PRESENTATION

Terry Brown of Benesch addressed the Council. He outlined the One & Six Year Street Improvement Plan as adopted by the Council and pointed out the streets that his firm has looked at and recommends improvements. He asked the Council to look over the list and let the City Administrator know of any changes they wish to add or remove. He advised the City has 76 lane miles – 9 miles of brick streets -15 miles of asphalt streets – 50 miles of concrete streets and 2 miles of miscellaneous (gravel etc). He then presented an outline of estimated bond spending for both the streets and Blackburn Avenue bridge.

PUBLIC HEARING TO CONSIDER AN APPLICATION FOR COMMUNITY DEVELOPMENT GRANT IN THE AMOUNT OF \$445,000 FOR THE THIRD PHASE OF THE DOWNTOWN REVITALIZATION PROJECT

Tom Bliss of Southeast Nebraska Development District addressed the Council stating that the application for this grant was due in mid September and we have 7 pre-applications. The Mayor closed the public hearing.

Following discussion, Councilmember Lones moved and Councilmember Wilkinson seconded that the following Resolution be adopted:

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY

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

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

**APPROVE 2021-2022 BUDGET**

Councilmember North moved and Councilmember VanEsch seconded to approve the 2021-2022.

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

**AMEND PRELIMINARY PROPERTY TAX RATE AS CERTIFIED BY THE COUNTY CLERK**

Councilmember VanEsch moved and Councilmember Hubbard seconded that the following Resolution be adopted:

**RESOLUTION NO. 2021-24**

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

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

That the Mayor and City Council have published notice of a public hearing called for the purpose of receiving testimony on such proposed amendment as provided for in Section 55 of L.B. 693 of the 94th Legislative Second Session.

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

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

#### SET PROPERTY TAX REQUEST

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the following Resolution be adopted:

#### RESOLUTION 2021-25 SETTING THE PROPERTY TAX REQUEST

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that Governing Body of the City of York passes by a majority vote a resolution setting the tax request; and

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

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

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

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

#### ADOPT BUDGET STATEMENT ORDINANCE NO. 2298

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

Councilmember Pieper moved and Councilmember North seconded that the Statutory Rule requiring reading on three different days of Ordinance No. 2298 be suspended.

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

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 reading.

Councilmember Wilkinson moved and Councilmember Hubbard seconded that Ordinance No.2298 be passed and adopted.

Roll Call Vote: Ayes: Sheppard, Wagner, North, Wilkinson, Hubbard, Pieper, Lones and VanEsch. Nays: None. Ordinance No. 2298 was declared adopted.

## AMEND SANITARY SEWER RATES

### ORDINANCE NO. 2294

AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 37 OF THE MUNICIPAL CODE OF THE CITY OF YORK, NEBRASKA, PRESCRIBING SEWER RATES, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE

Ordinance No. 2294 came on for second reading.

Councilmember Hubbard moved and Councilmember North seconded that the Statutory Rule requiring reading on three different days of Ordinance No. 2294 be suspended.

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

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 reading.

Councilmember Wilkinson moved and Councilmember VanEsch seconded that Ordinance No.2294 be passed and adopted.

Roll Call Vote: Ayes: Sheppard, Wagner, North, Wilkinson, Hubbard, Pieper, Lones and VanEsch. Nays: None. Motion Carried. Ordinance No. 2294 was declared adopted.

## APPROVE CONTRACT WITH AMGL TO PERFORM THE 2020-2021 AUDIT

The Mayor advised that AMGL had audited the City for the past three years and works very well with the City Treasurer. The City Administrator advised that “It is my opinion that it is in the best interests of the City to waive the City’s bidding requirements and to approve the audit contract for the reason that the provider has previously audited the City’s financial records and has all of the Ci8ty’s prior records which will assist it in performing next year’s audit and providing a benchmark analysis of the city’s finances – the audit service is experience, respect and performs similar audits for other cities in Nebraska”.

Councilmember North moved and Councilmember Pieper seconded to approve the contract with AMGL.

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

## APPROVE SPECIAL DESIGNATED PERMIT FOR SIP AND STROLL

Councilmember Hubbard moved and Councilmember VanEsch seconded that the application filed by the York Country Club for a special designated permit to serve alcoholic beverages at Impulse Studio in connection with the Chamber’s Sip and Stroll event on October 7, 2021 be approved.

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

## SET JOB CLASSIFICATIONS, PAY GRADES AND SET MAXIMUM WAGE LEVELS AT STEP 7

Councilmember VanEsch moved and Councilmember North seconded that the following Resolution be adopted:

### RESOLUTION NO. 2021-26

BE IT RESOLVED that the Mayor and City Council of the City of York, Nebraska, hereby fix and prescribe job classifications, pay grades and set maximum wage levels at step 7 of the Pay Range Schedule to become effective on September 27, 2021 , pursuant to authority granted in Ordinance No. 2299 of the City of York. BE IT FURTHER RESOLVED that the 2021-2022 Budget include funds required to defray these salary adjustments.

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

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

#### ADOPT PAY RANGE SCHEDULE

#### ORDINANCE NO. 2299

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

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the Statutory Rule requiring reading on three different days of Ordinance No. 2299 be suspended.

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

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 reading.

Councilmember Wilkinson moved and Councilmember Lones seconded that Ordinance No.2299 be passed and adopted.

Roll Call Vote: Ayes: Sheppard, Wagner, North, Wilkinson, Hubbard, Pieper, Lones and VanEsch. Nays: None. Motion Carried. Ordinance No. 2299 was declared adopted.

#### APPROVE AGREEMENT BETWEEN CITY OF YORK AND YORK PROFESSIONAL FIRE FIGHERS LOCAL 1648

Councilmember VanEsch moved and Councilmember North seconded that the agreement between the City of York and the York Professional Firefighters Local 1648 for the period September 27, 2021 through September 30, 2022.

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

#### AMEND PERSONNEL RULES TO ALLOW RETIRED EMPLOYEES TO BE REHIRED

Councilmember Pieper moved and Councilmember Wilkinson seconded that the following Resolution be adopted:

#### RESOLUTION NO. 2021-27

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

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

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

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

#### ADJOURNMENT

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 8:08 o'clock p.m.

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C. Jean Thiele, City Clerk

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Barry Redfern, Mayor

# **DEPARTMENTAL REPORTS**

**AUGUST 2021**

**COMMUNITY CENTER**

**FIRE**

**KILGORE MEMORIAL LIBRARY**

**POLICE**

**PUBLIC WORKS**

# YORK FIRE DEPARTMENT

## August 2021 Monthly Report

York Fire Department responded to 138 calls for service in August of 2021. Of these calls 5 were fire related. 2 automatic fire alarms, 1 structure fire that we were mutual aid to, this structure had approximately \$62,000 in damage to it. 1 natural gas leak, and 1 smoke scare.

We responded to 133 calls for EMS service, of those calls 62 were for Advanced Life Support 911 and 35 of those calls were for Basic Life Support with 4 lift assists. We did 30 Inter-Agency transfers for the month of August, 21 of those being ALS and 9 of those transfers being BLS. We did 2 standbys for EMS and Fire assistance at the York County Fair. The tractor pull and the figure 8 race. We did an EMS standby for the 1<sup>st</sup> football game of the season at East Hill Park for York High School.

Training for the month was all pretty much fire related. We have 2 acquired structures that we can train in. We started the month with a tour of the Bayer Seed Corn facility. This tour was for us to become familiar with the facility if we get called out there. We then threw ladders and did some vent, enter, isolate, and search training. VEIS is a tactic that we use to search bedrooms where the fire is not in the room yet but will be. Our personnel were trained to break the window, sweep the floor with a tool, looking for victims. Enter the room and go right to the door to close the flow patch of the fire and then search the room. This is a very physically demanding drill and usually involves ladders. On the 24<sup>th</sup> of August we did ventilation training. A smoke machine was used to generate smoke and 2 of the 3 types of ventilation were shown and practiced. Horizontal and hydraulic ventilation were shown. We also practiced fire attack that night. Our last Tuesday night of training was a fire scenario with 2 victims trapped in the house. Our personnel were dispatched by York County 911 to a working structure fire where we had live smoke and some generated smoke. The 2 victims were found, VEIS, fire attack, SCBA, radios, rural water supply, engine operations, ventilation, accountability, ladders, were just a few of the things discussed that night. An evaluation was completed by all participants and will be used to plan future trainings. We did have 1 member of the department attend a PHTLS class.

We were busy with a lot of committees work during the month of August. Our ambulance committee meet a few times to get the spec's done on our new ambulance. Our fire station remodel committee meet with an architect and some electric engineers to discuss the needs of a remodeled station. The Mayor and City Administrator attended this meeting. The Acting Fire Chief attended a regional Traffic Incident Management meeting in Aurora on August 5<sup>th</sup>. A fire extinguisher class was done for the York County Jail personnel. York PD officers and their support staff were certified in CPR.

All in all, August was a very busy month in both call volume and the amount of training and other events that we had scheduled. I am proud of the amount of work that York Fire's personnel did.

Respectfully submitted,

Anthony Bestwick

Acting Fire Chief

**DEPARTMENT OF PUBLIC WORKS**

**MONTHLY REPORT**

August — 2021

**STREET DEPARTMENT**

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

Street	38	Airport	0	Park	28	Fire	53
Police	6	Landfill	12	Wastewater	23	Water	7

The street sweeper operated 28 hours in August, during which time miles 137 were swept and cubic 260 yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	5
Right-of-way maintenance	74
Trash removal	9
Building maintenance	5
Gravel street/alley maintenance	66
Snow removal	0
Mowing/weed control	51
Tree/shrub maintenance	12
Paved surface maintenance	800
Equipment services	4
Storm sewer / bridge repair	3
Traffic signing/signal installation/repair	40
Shop cleaning	20
Lane & curb painting	126
Property Maintenance	0
<b>TOTAL</b>	<b>1215</b>

### **PARK DEPARTMENT**

Park personnel performed the following activities:

Job	Hours
Trash removal	52
Restroom cleaning	51
Property maintenance	30
Mowing/weed control	176
Tree/shrub maintenance	51
Building maintenance	4
Ball field maintenance	124
Playground equipment maintenance	0
<b>TOTAL</b>	<b>488</b>

### **FAMILY AQUATIC CENTER**

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	6
Building maintenance	0
Property maintenance	0
<b>TOTAL</b>	<b>6</b>

### **WASTEWATER TREATMENT PLANT**

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

	Last Month	2021	2020	Units
Total flow	28,702,257	29,553,510	25,598,507	gallons
Average flow/day	956,741	853,339	890,274	gallons
Average flow/person	120	119	111	gallons
Grit and screenings to landfill	62.56	23.37	49.26	tons
Bio solids wasted	1.396532	1.076237	0.854589	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	378
Laboratory testing	76
Sludge removal	4
Mowing/weed control	26
Equipment maintenance	139
Building maintenance	23
Sewer system maintenance	53
Property maintenance	12
One-call locates	13
<b>TOTAL</b>	<b>724</b>

## **WATER DEPARTMENT**

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

	Last Month	2021	2020	Unit
Total water pumped	62,281,000	67,156,000	60,999,000	gallons
Total water billed	31,270,388	75,758,700	25,412,175	gallons
Average use per day	2,009,065	2,166,323	1,967,710	gallons
Average use per person	251	271	246	gallons
Total electricity used	99,259	109,465	97,742	kW
Pumps yield	627	613	624	gallons/kW
Peak pumping date	29 <sup>th</sup>	15 <sup>th</sup>	26 <sup>th</sup>	
Peak amount	2,730,000	2,868,000	2,504,000	gallons

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

	2021	2020
Water bills	1,832	1,836
Sewer bills	1,759	1,764
New taps	0	1" – 2
Service leaks	0	1
Main leaks	0	0
Diggers Hotline calls	113	135

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	43
Meter reading	35
Mowing/weed control	19
General maintenance	9
Sidewalk Repair	4
Meter maintenance	1
Pump/well maintenance	0
Final notice collection	3
Paved surface maintenance	43
Distribution maintenance	237
One-call locates	15
Property Maintenance	0
<b>TOTAL</b>	<b>409</b>

**SOLID WASTE RECEIVING CENTER AND LANDFILL**

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

	2021		2020	
	Trips	Tons	Trips	Tons
Landfill	799	2542.37	722	2409.54
C & D	200	572.03	100	268.70
Transfer Station	155	31.94	184	38.48
Brush Pile	132	67.23	165	70.40
Tire Pile	7	0.00	10	0.00
Metal Roll-off	13	0.00	12	0.00
Recyclables	0	0.00	0	0.00
<b>Total</b>	<b>1306</b>	<b>3213.57</b>	<b>1193</b>	<b>2787.12</b>

Revenue collected during August totaled \$141,869.75. The same period last year totaled \$136,039.35.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	193
Landfill Equipment	588
Wind screen & litter control	0
Recycling Act	0
<b>TOTAL</b>	<b>781</b>

**AIRPORT**

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	98
Building maintenance	0
Mowing/weed control	0
<b>TOTAL</b>	<b>98</b>

**CONVENTION CENTER**

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	0
Building maintenance	5
Mowing/weed control	0
<b>TOTAL</b>	<b>5</b>

**SUMMARY BY DEPARTMENT**

Department	Hours	Percentage	Full Time Equivalent
Street	1215	33	7.6
Parks/FAC/Convention Center	499	13	3.2
Landfill	781	21	4.9
Wastewater	724	19	4.5
Water	409	11	2.5
Airport	98	3	0.6
<b>TOTAL</b>	<b>3726</b>	<b>100</b>	<b>25.3</b>

**BUILDING INSPECTIONS AND PERMITS**

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

Inspections:	2021	2020	Permits Issued:	2021	2020
Building	29	37	Building	29	26
Electrical	8	32	Electrical	4	5
Plumbing	3	29	Plumbing	3	3
Mechanical	18	24	Mechanical	17	12
Nuisance *	6	-	Curb/Street	2	3
<b>Total</b>	<b>64</b>	<b>122</b>	<b>Total</b>	<b>55</b>	<b>49</b>

\* Nuisance property inspections were added to the list August 2021.

Twenty-nine (29) permits were issued in August for a value of \$5,236,217.22, which brings the total for the year to \$12,377,932.51. (See attached.)

Permits of note issued:

- YASWA ground mounted solar array \$4,200,000.00
- Ken Booth Addition & remodel, redo basement \$300,000.00
- Derksen Buildings Steel buildings \$199,925.22
- Miller Seed Metal shop building \$120,072.00

**BOARD OF PUBLIC WORKS**

The Board of Public Works met on August 17, 2021. Minutes of the meeting are attached.

## Building Permits issued in August 2021

07-Sep-21

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
97983	Alice Heule	944 E. 4th St.		Replace sidewalk, add cement pad	1,470.00
97984	Kathy Dougherty	1308 Kiplinger Ave.		Replace sidewalk, part of driveway	4,400.00
97987	Todd Hansen	644 E. 7th St.		Fence	1,000.00
97988	Richard Smith	627 W. 4th St.		Privacy fence	2,200.00
97990	Jesus Rodriguez	208 N. Nebraska Ave		Adding basement	40,000.00
97992	Catherine Paterson	5 Eastridge Dr. S		Fence	3,200.00
97993	Jay Nelson	309 Burlington Ave.		Re-roof house and garage	5,750.00
97994	Fillman Insurance	503 N. Lincoln Ave.		New store front	50,000.00
97995	Yorkshire Playhouse	517 N. Lincoln Ave.		Front, exterior improvements	13,000.00
97996	Richard Kant	1115 E. Nobes Rd.		Covered deck, re-side	60,000.00
97997	Mark Watt	932 St. Andrews Ct.		Solar energy modules	64,800.00
98002	Dan Keller	1420 Road N		Sign	1,000.00
98003	Candace Mangers	1531 N. York Ave.		Interior remodel	10,000.00
98006	Derksen Buildings	558 W. 12th St.		Steel building	199,925.22
98007	James Turner	402 N. Iowa Ave.		Fence	1,000.00
98008	Grand Central	315 N. Lincoln Ave.		Chain fence, replace concrete, new t	60,000.00
98009	Thomas Hansen	1315 N. Ohio Ave.		Re-side, replace windows, doors	30,000.00
98011	Donna Heins	614 W. 6th St.		Re-roof & re-side garage, fence, rep	5,000.00
98012	Brandee Nice	1103 N. Iowa Ave.		Privacy fence	2,000.00
98013	Ken Booth	1622 Rael Dr.		Addition & remodel, redo basement	300,000.00
98014	Yvonne Williams	303 E. 16th St.		Re-roof garage, re-side house, porch	8,500.00
98015	Miller Seed	327 N. York Ave.		Metal shop building	120,072.00

	<b>OWNER</b>	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
98016	Heidi Rath	425 W. 7th St.		Basement wall repair	24,500.00
98018	Travis Young	1824 East Ave.		self	500.00
98023	Jeff Beins	710 Florida Ave.		Storage shed on slab, patio, gazebo	5,500.00
98025	Dave Dickey	723 E. 4th St.		Ramp	1,000.00
98026	Gayle Minert	2 Arbor Ct.		Re-roof	16,200.00
98027	YASWA	1214 Rd 15		Install a ground mounted solar array	4,200,000.00
98028	Annalisa Briggs	1315 N. Delaware Ave.		Privacy fence	5,200.00
					<b>\$5,236,217.22</b>
					<b>Permits Issued: 29</b>

**Board of Public Works**  
August 17, 2021 4:00 PM  
City Administrator's Office

Attendance taken at 4:01 P.M.

Present Board Members:

Bill Williamsen

Matt Leif

Marlowe Wall

Greg Staehr

Kenny Ekeler

Absent:

None

Also Present:

Brandon Osentowski, Interim Public Works Director/Water Foreman

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

**Motion Passed:** Minutes of the July meeting passed with a motion by Bill Williamsen and a second by Marlowe Wall.

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

4. Farm Management Report

**Motion Passed:** The July Farm Management Report passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

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

5. Wastewater Financial Reports

**Motion Passed:** The July Wastewater Financial Reports passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

#### 6. Water Financial Reports

**Motion Passed:** The July Water Financial Reports passed with a motion by Matt Leif and a second by Marlowe Wall.

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

#### 7. Wastewater Claims

**Motion Passed:** The July Wastewater Claims passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

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

#### 8. Water Claims

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

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

#### 9. Director of Public Works Report

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

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

Meeting Adjourned at 4:21 P.M.

Heidi Gregg



# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: D

License Number:  
**124506**



**Office Use Only**  
NEW / REPLACING 021045 TOP  Yes  No  
Hot List Yes /  No Initial: TB

## PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Mason Enterprises #2, Inc.

TRADE (DBA) NAME Kirk's Korner #2

PREVIOUS TRADE (DBA) NAME 80-10 Store

CONTACT PHONE NUMBER 712-660-3275

CONTACT EMAIL ADDRESS maulinpatel93@gmail.com

Drawing

Spouse 1

Office use only PAYMENT TYPE <u>PayPort</u> <u>8/30/21</u> AMOUNT <u>\$400 -</u> RCPT RECEIVED: <u>8/30/21</u> DATE DEPOSITED _____	 2100009493
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# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)  
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY\*\*
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES \_\_\_\_\_ NO \_\_\_\_\_
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES \_\_\_\_\_ NO \_\_\_\_\_
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES \_\_\_\_\_ NO x

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

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**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name Jonathon Latka Phone Number 402-978-5329

Firm Name Fraser Stryker PC LLO

Email address jlatka@fraserstryker.com

Should we contact you with any questions on the application? YES X NO \_\_\_\_\_

**PREMISES INFORMATION**

Trade Name (doing business as) Kirk's Korner #2

Street Address 3904 South Lincoln Avenue

City York County York Zip Code 68467

Premises Telephone number 402-362-2388

Business e-mail address maulinpatel93@gmail.com

Is this location inside the city/village corporate limits YES  NO

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name SAME AS PREMISES

Street Address \_\_\_\_\_

City \_\_\_\_\_ State NE Zip Code \_\_\_\_\_

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

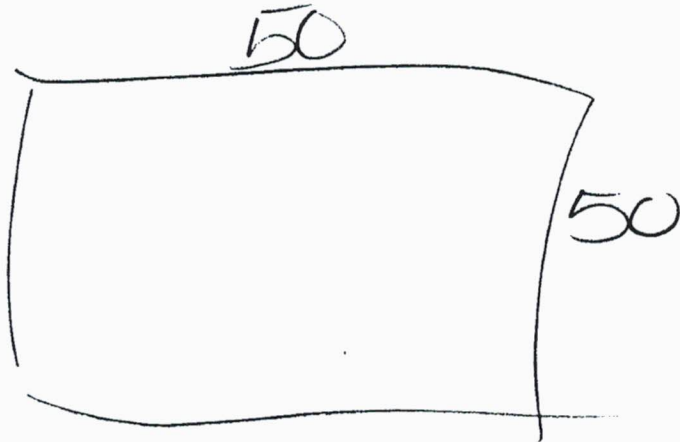
Building length 50' x width 50' in feet

Is there a basement? Yes \_\_\_\_\_ No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes \_\_\_\_\_ No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

*Need Drawing*



**APPLICANT INFORMATION**

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

**Include traffic violations.** Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Maulin Patel	November 2016	Omaha, NE	Speeding	Guilty - paid fine
Maulin Patel	June 2017	Omaha, NE	Speeding	Guilty - paid fine
Maulin Patel	March 2018	Omaha, NE	no registration	Guilty - paid fine
Maulin Patel	June 2018	Omaha, NE	Speeding	Guilty - paid fine
Maulin Patel	November 2019	Omaha, NE	unlawful occupation	Guilty - paid fine
Maulin Patel	February 2021	Omaha, NE	DWI	Guilty - paid fine

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES  NO

If yes, provide business name and license number 80-81 Store, INC., License 021065

3. Are you buying the business of a current retail liquor license?

YES  NO

If yes, give name of business and liquor license number 80-81 Store, INC., License 021065

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES  NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

\_\_\_\_ YES  NO

If yes, list the lender(s) \_\_\_\_\_

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

\_\_\_\_ YES  NO

If yes, explain. (all involved persons must be disclosed on application)

---

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

\_\_\_\_ YES  NO

If yes, list such item(s) and the owner. \_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

\_\_\_\_ YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**)

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9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

\_\_\_\_ YES  NO

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10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.  
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Cornerstone Bank in York, Nebraska - Maulin Patel, Lakhwinder Singh

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11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Maulin Patel - Mason Enterprises, Inc. (#123489) in York, Nebraska;

Shakti Fuels (#110675) in La Vista, NE; N.K. Corporation (#119766) in La Vista, NE

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Lakhwinder Singh - Firewater Grille (#123112) in Omaha, Nebraska; BP Gas Station in Rockford, Illinois (#1A-1148072); Red Duck C Store (#OP01777) in Ogden, Utah.

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Lakhwinder Singh		Alcohol off premises management certificate

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Lakhwinder Singh - Manager	presently employed	Red Duck C Store, Ogden, Utah
Lakhwinder Singh - President	presently employed	Firewater Grille, Omaha, Nebraska
Maulin Patel - owner, president	presently employed	Dual Stop, Food & Fuels R Us, Kirk's Korner - all in York and Omaha, NE

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

**Documents must be in the name of applicant as owner or lessee**

Lease expiration date \_\_\_\_\_  
 Deed \_\_\_\_\_  
 Purchase Agreement

14. When do you intend to open for business? August 31, 2021

15. What will be the main nature of business? Convenience Store and Gas Station

16. What are the anticipated hours of operation? 6am - 11pm daily

17. List the principal residence(s) for the past 10 years for ALL persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Maulin Patel - Omaha Nebraska	2011	2021	Mexa Patel - Anand, Gujarat, India	2011	2021
Lakhwinder Singh - South Jordan, Utah	2011	2021	Lakhwinder Kaur - South Jordan, Utah	2011	2021

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE –  
PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

*Maulin Patel*  
Signature of **APPLICANT**  
(Do not sign until in the presence of the Notary Public)

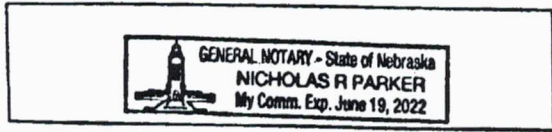
Maulin Patel  
Printed Name of **APPLICANT**

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me this  
Aug 30, 2021  
(Date)

By Maulin Patel  
Name of person signing document in front of Notary

*Mexa Patel*  
Notary Public Signature



Pursuant to the Uniform Unsworn Foreign Declarations Act, Neb. Rev. Stat. 49-1801, et seq., I declare under penalty of perjury under the law of the State of Nebraska that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United State, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 at  
Anand, Gujarat, India  
City or other location / State / Country  
Mexa Patel  
Print Name

*Mexa Patel*  
Signature of NON-PARTICIPATING SPOUSE

**APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a**

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



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

**Attach copy of Articles of Incorporation**

Name of Registered Agent: Maulin Patel

Name of Corporation that will hold license as listed on the Articles  
**Mason Enterprises #2, Inc.**

Corporation Address: 3904 South Lincoln Avenue

City: York State: NE Zip Code: 68467

Corporation Phone Number: 402-362-2388 Fax Number \_\_\_\_\_

Total Number of Corporation Shares Issued: 1,000

**Name and notarized signature of President/CEO (Information of president must be listed on following page)**

Last Name: Patel First Name: Maulin MI: N.

Home Address: 10708 M St. City: Omaha

State: NE Zip Code: 68127 Home Phone Number: 712-490-1210

[Signature]  
Signature of President/CEO

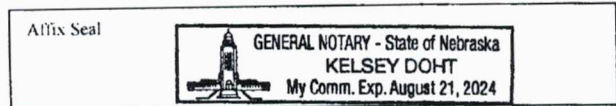
**ACKNOWLEDGEMENT**

State of Nebraska  
County of YORK

Date 8-26-2021

[Signature]

The foregoing instrument was acknowledged before me this  
by Maulin Patel  
name of person acknowledge



List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Patel First Name: Maulin MI: N.

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Title: President Number of Shares 500

Spouse Full Name (indicate N/A if single): Mexa Patel

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: Singh First Name: Lakhwinder MI: \_\_\_\_\_

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Title: Vice President Number of Shares 500

Spouse Full Name (indicate N/A if single): Lakhwinder Kaur

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

---

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

---

Is this a Non-Profit Corporation?

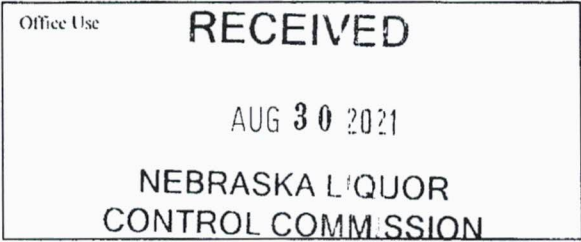
YES

NO

If yes, provide the Federal ID # \_\_\_\_\_

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Pursuant to the Uniform Unsworn Foreign Declarations Act, Neb. Rev. Stat. 49-1801, et seq., I declare under penalty of perjury under the law of the State of Nebraska that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United State, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States

  
\_\_\_\_\_  
Signature of **APPLICANT**

Maulin Patel  
\_\_\_\_\_  
Print Name

State of Nebraska, County of YORK

The foregoing instrument was acknowledged before me this 8-26-2021 (date)

Executed on the 25<sup>th</sup> day of August, 2021 at

Anand, Gujarat, India

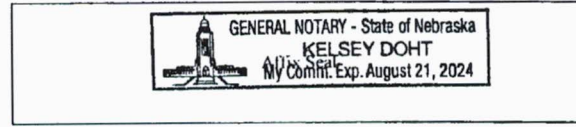
\_\_\_\_\_  
City or other location / State / Country

Mexa Patel  
\_\_\_\_\_  
Print Name

by Maulin Patel  
\_\_\_\_\_  
**Name of person acknowledged  
(Individual signing document)**

  
\_\_\_\_\_  
Notary Public Signature

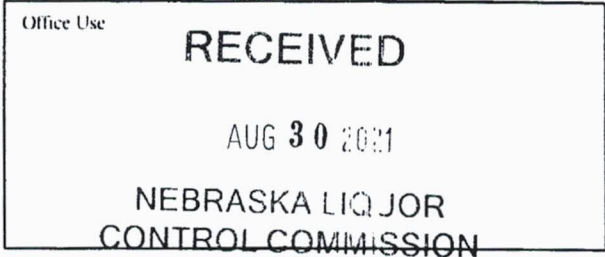
Mexa Patel  
\_\_\_\_\_  
Signature of **NON-PARTICIPATING SPOUSE**



In compliance with the ADA, this spousal affidavit of non-participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Lakhwinder Kaur   
Signature of **NON-PARTICIPATING SPOUSE**

Lakhwinder Singh   
Signature of **APPLICANT**

Lakhwinder Kaur Lakhwinder Kaur  
Print Name

Lakhwinder Singh Lakhwinder Singh  
Print Name

State of <sup>Utah</sup> Nebraska, County of Salt Lake

State of <sup>Utah</sup> Nebraska, County of Salt Lake

The foregoing instrument was acknowledged before me  
this 08/26/2021 (date)

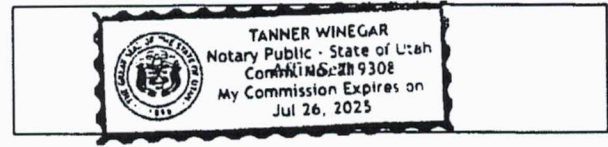
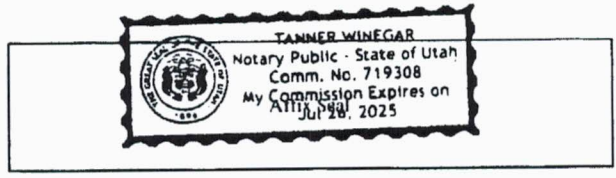
The foregoing instrument was acknowledged before me  
this 08/26/2021 (date)

by Lakhwinder Kaur  
**Name of person acknowledged  
(Individual signing document)**

by Lakhwinder Singh  
**Name of person acknowledged  
(Individual signing document)**

[Signature]  
Notary Public Signature

[Signature]  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities  
A ten day advance period is requested in writing to produce the alternate format.



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

September 9, 2021

This house is sitting at 1605 Road 12 York, Nebraska. The farm house is well maintained and is approximately 100 years old. The south addition is newer because the floor joists are regular dimension lumber. The north part of the house is built with full dimension lumber using 2x8 floor joists. The walls appear to be full dimension 2x4 and insulated. The windows have been replaced with a good quality insulated glass. The house does have newer vinyl siding. Over all the house is in good shape and should make a good home. The contractor is looking to move the house on to one of the lots between 1704 East 12<sup>th</sup> and the Mahoney House facing 12<sup>th</sup> street.

A handwritten signature in black ink that reads "Chuck Hansen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Chuck Hansen  
Building Inspector











**CONSULTING SERVICES AGREEMENT**

Table with 2 columns: CLIENT information (City of York, Address, Telephone, Client Contact, Client Job No.) and Project Name/Location information (York Street Bond Project, Variou Locations, York, NE, Consultant PM Terry Brown, Consultant Job No.).

This AGREEMENT is made by and between City of York, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):

- Attachment A
Scope of Services
Fee Estimates
Attachment B: 2021 Employment Classification and Rate Schedule

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
Attachment B: Schedule of Unit Rates
Attachment C:
or
Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$
BY TIME AND MATERIALS: \$not to exceed 96,382.
BY OTHER PAYMENT METHOD (See Attachment A): \$
AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT signature line
ALFRED BENESCH & COMPANY
Anthony Dirks signature line with digital signature details
AUTHORIZED REPRESENTATIVE
PRINT NAME:
TITLE:
DATE:
BENESCH OFFICE:
ADDRESS:
Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.4.4** If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

### **SECTION 3 - Term of Agreement**

#### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of Agreement**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause.**

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION 4 - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein..

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

*Supplemental Condition is incorporated herein when the applicable box is checked.*

**S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

**S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

**S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

# ATTACHMENT A

## Scope of Services

City of York Street Bond Project

### TASK 1. Preliminary Design

a. *Project Management*

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work.

b. *Topographic Survey*

Benesch will perform the necessary topographic ground survey with a combination of Benesch staff and Initial Point Surveying to confirm horizontal and vertical control, confirmation of section and property corners along the selected project locations. Survey will extend to tie locations to include pavement and utilities at existing intersections. A topographic survey will be performed using the latest GPS technology. Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. Benesch shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Modified State Plane using known land survey monuments provided by the City of York. Vertical control will be completed by differential level circuit referenced to NAVD 88. Benesch will survey section corners in order to assemble the geometry to create the right-of-way drawings and confirm any locations already established by the City of York. Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. Benesch will add a disclaimer to the drawings with respect to the undetermined location of underground utilities. Benesch will add additional information to the established base map from the City of York using any new topographic survey data.

c. *Utility Location/Verification*

Benesch will review the utility locations shown on the topographic survey and verify these locations during field inspections. Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. Benesch will stake field locations of assumed storm or water and private utility conflicts to be potholed by a utility company. Our survey crew will be on-site while the work to establish a top of pipe elevation at each pothole location. Benesch and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Benesch will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

d. *Geotechnical Evaluation*

It is anticipated that up to four (9) soil test borings will be taken with the project at locations within the proposed roadway pavement areas. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. If traffic control is required, it would be provided by the city. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual.

The borings will be located for each pavement segment of by questionable subgrade areas. Each boring will be drilled to a maximum depth of 10 feet below the existing ground surface. Shelby tube samples will be taken beneath the existing topsoil and Standard Penetration tests will be performed at 5-foot increments to the base of each boring. Laboratory testing will be performed to assist with classification and consistency of subgrade materials. Benesch shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing the subgrade preparation and determination of the pavement section for the project. Benesch shall prepare and submit an electronic copy of the geotechnical report to the City Project Manager for review.

*e. Project Determination/Prioritization*

Benesch will review the traffic counts and pavement conditions and revise the project list for approval by the City. The counts and pavement conditions will be used to study the corridor and intersection to provide the best design alternatives for the roadway sections. A memorandum will be submitted to the city for review and provide guidance on the project determination and priority list.

*f. Drainage Analysis*

Benesch, coordinating with City of York staff, shall determine proposed outfall locations, curb and area inlet locations, delineate regional drainage areas and calculate 2, 5 and 10-year peak flow rates using the rational method for existing and proposed drainage systems. Proposed inlet locations shall be determined based on the proposed roadway profile and storm sewer hydraulic calculations, shall be completed using the worksheets provided by the City or of similar format.

*g. Preliminary Design (30%+)*

Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of York documents. Design is assumed to be at least 30% complete and less than 50% complete that gives the city a reliable cost estimate of overall construction costs for this project. Plan sheets to be included in the Preliminary submittal include the following:

- Preliminary Typical Section(s)
- Roadway Plan and Profile
- Preliminary Intersection Improvements
- Preliminary Storm Sewer Improvements
- Preliminary Utility Relocation Plan

*h. Cost Estimates*

Benesch shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

*i. Public Involvement*

Benesch is available to participate in a public involvement meeting or council meeting including York Street Bond Projects. Benesch will provide information for the city to advertise, produce hand-outs, graphics necessary for the public involvement open house.

Task 1 services would start upon NTP and is assumed to be September 2021. Completion of Task 1 is estimated at 8 weeks after NTP approximately end of November 2021.

**Fee Estimate  
Preliminary Design Services  
Street Bond Projects - York, NE**

Description	Estimated Quantity	Unit Price	Amount
<b>Preliminary Design</b>			
<b>a. Project Management</b>			
Senior Project Manager	40.0 hr.	\$ 199.00 /hr.	\$ 7,960.00
Progress Meetings	8.0 hr.	\$ 199.00 hr	\$ 1,592.00
<b>b. Topographic Survey</b>			
Senior Project Manager	4.0 hr.	\$ 199.00 hr	\$ 796.00
Senior Surveyor	40 hr	\$ 124.00 hr	\$ 4,960.00
Surveyor	160 hr	\$ 101.00 hr	\$ 16,160.00
<b>c. Utility Locations/Verification</b>			
Field Inspection	24.0 hr.	\$ 91.00 hr	\$ 2,184.00
Project Engineer I	8 hr	\$ 101.00 hr	\$ 808.00
<b>d. Geotechnical Evaluation</b>			
Data Research (Project Scientist II)	21.0 hr.	\$ 91.00 ea.	\$ 1,911.00
Design Recommendations/Report (Design Engineer II)	40.0 hr.	\$ 124.00 ea.	\$ 4,960.00
Drilling, Testing, Expenses O'Malley Sub consultant			\$ 3,335.00
Vehicle and field & lab expenses			\$ 1,300.00
<b>e. Project Determination/Prioritization</b>			
Senior Project Manager	24.0 hr.	\$ 199.00 /hr.	\$ 4,776.00
Project Engineer II	40.0 hr.	\$ 124.00 /hr.	\$ 4,960.00
Designer 1	8.0 hr.	\$ 91.00 hr	\$ 728.00
<b>f. Drainage Analysis</b>			
Senior Project Manager	8.0 hr.	\$ 199.00 /hr.	\$ 1,592.00
Project Engineer II	40.0 hr.	\$ 124.00 /hr.	\$ 4,960.00
Project Engineer 1	16.0 hr.	\$ 101.00 hr	\$ 1,616.00
<b>g. Preliminary Design (30% +)</b>			
Senior Project Manager	8.0 hr.	\$ 199.00 /hr.	\$ 1,592.00
Construction Rep III	40.0 hr.	\$ 124.00 /hr.	\$ 4,960.00
Designer 1	60.0 hr.	\$ 91.00 /hr.	\$ 5,460.00
Project Engineer I	120.0 hr.	\$ 101.00 hr	\$ 12,120.00
<b>h. Cost Estimates</b>			
Senior Project Manager	4.0 hr.	\$ 199.00 /hr.	\$ 796.00
Project Engineer II	8.0 hr.	\$ 124.00 /hr.	\$ 992.00
Project Engineer I	8.0 hr.	\$ 101.00 hr	\$ 808.00
<b>i. Public Involvement</b>			
Senior Project Manager	12.0 hr.	\$ 199.00 /hr.	\$ 2,388.00
Public Involvement Specialist	16.0 hr.	\$ 91.00 /hr.	\$ 1,456.00
Project Engineer I	12.0 hr.	\$ 101.00 hr	\$ 1,212.00
<b>Preliminary Design Services Not to Exceed :</b>			<b>\$ 96,382</b>



**2021 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$150.00
Project Manager II	\$178.00
Senior Project Manager	\$199.00
Project Principal	\$246.00
Project Engineer I	\$101.00
Project Engineer II	\$124.00
Senior Project Engineer	\$166.00
Construction Representative I	\$91.00
Construction Representative II	\$101.00
Construction Representative III	\$124.00
Resident Project Manager I	\$140.00
Resident Project Manager II	\$166.00
Senior Resident Project Manager	\$178.00
Inspector I	\$71.00
Inspector II	\$83.00
Senior Inspector	\$91.00
Designer I	\$91.00
Designer II	\$101.00
Technologist I	\$71.00
Technologist II	\$91.00
Senior Technologist	\$124.00
Technical Specialist I	\$101.00
Technical Specialist II	\$124.00
Senior Technical Specialist	\$140.00
Intern	\$60.00
Field/Lab Technician I	\$71.00
Field/Lab Technician II	\$83.00
Field/Lab Technician III	\$91.00
Senior Field/Lab Technician	\$101.00
Construction Technical Rep I	\$83.00
Construction Technical Rep II	\$91.00
Construction Technical Rep III	\$101.00
Senior Construction Technical Rep	\$111.00
Construction Technical Rep Manager	\$124.00
Instrument Operator	\$71.00
Party Chief	\$83.00
Surveyor (RLS)	\$101.00
Senior Surveyor (RLS)	\$124.00

Scieintist I	\$71.00
Scientist II	\$83.00
Project Scientist I (Environmental)	\$91.00
Project Scientist II (Enviornmental)	\$101.00
Project Scientist III (Environmental)	\$124.00
Senior Project Scientist	\$140.00
Project Scientist I (Geotechnical)	\$83.00
Project Scientist II (Geotechnical)	\$91.00
Marketing Assistant	\$71.00
Marketing Coordinator	\$83.00
Marketing Manager	\$124.00
Office Assistant	\$60.00
Project Assistant I	\$60.00
Project Assistant II	\$71.00
Division Administrative Assistant I	\$60.00
Division Administrative Assistant II	\$71.00



A d/b/a of Jerry's Transmission Service Inc.  
3800 W. Cavalry Court, Lincoln, NE 68528  
(402) 512-9925  
[www.ncambulance.com](http://www.ncambulance.com)

## CONTRACT

Sign in ink in the space provided below. Unsigned contracts will be considered incomplete and will not be valid.

IT IS AGREED BY THE UNDERSIGNED BIDDER AND PURCHASER THAT THE SIGNING AND DELIVERY OF THIS CONTRACT REPRESENTS THE BIDDER'S AND PURCHASER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE BID PROPOSAL AS SUBMITTED TO THE PURCHASER.

**Name of Bidder:** North Central Ambulance Sales and Service  
**Address:** 3800 W. Cavalry Court  
Lincoln, NE 68528  
**Phone Number:** (402) 650-4616

**Signature:**  \_\_\_\_\_  
**Title:** General Manager  
**Date:** September 2, 2021

**Contract for:** One (1) 2022 Ford F-550 4x4 with Braun Chief XL ambulance conversion and additional dealer options per attached quote.

**Bid Price:** \$299,890.00

**Purchasing organization:** York Fire Department  
**Address:** 815 N Grant Ave  
York, NE 68467

**Phone Number:**

**Signature:** \_\_\_\_\_  
**Title:**

**Date this contract is signed:** \_\_\_\_\_  
**(Must be signed by an officer of the purchaser.)**

Delivery of the new ambulance will be made to York Fire Department; York, Nebraska to the terms of the bid proposal. Payment of the total amount of the ambulance is due upon delivery to York, NE.



# Quotation

3800 W. Cavalry Court

Lincoln, NE 68528  
402-650-4616

**Bill To:**

York Fire Department  
York, NE 68467

**DATE** September 2, 2021  
**Quotation #** QUO0000002895

**Customer ID** York Fire Department

*Quotation valid until:* September 27, 2021

*Prepared by:* Grant Anderson

**Comments or special instructions: Leadtime: 270-310 Days**

Description	AMOUNT
2022 Ford F-550 4x4, Bruan Chief XL, Diesel (Sourcewell #022118-BRN)	\$266,911.00
Power Load - Swap from existing ambulance	\$400.00
Strkyer Power Cot	\$21,000.00
Holmotro - Combi-Tool	\$15,129.00
Vertical Floor Mount - Holmotro Combi-Tool (Braun installed)	\$550.00
Ford Discount for 2022 - Code Q1784	-\$4,100.00
<b>TOTAL</b>	<b>\$299,890.00</b>

If you have any questions concerning this quotation, Grant Anderson, 402-650-4616, nesales@northcentralambulance.com

**THANK YOU FOR YOUR BUSINESS!**

**AN AGREEMENT BETWEEN  
THE CITY OF YORK, NEBRASKA  
AND  
THE FRATERNAL ORDER OF POLICE, YORK LODGE #31**

**For the period of**

**September 27, 2021 through September 30, 2022**

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ARTICLE I  
RECOGNITION

Section 1.1 The City recognizes the Fraternal Order of Police, York Lodge No. 31 as the sole and exclusive collective bargaining representative of the Police Officers, Sergeants, and Lieutenants of the York Police Department.

## ARTICLE II DEFINITIONS

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

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

Section 2.3 Employee shall mean any employee represented by the Fraternal Order of Police No. 31

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

Section 2.5 Civil Service Commission shall mean the duly appointed Civil Service Commission of the City of York, Nebraska, as defined in state statutes.

Section 2.6 City, or Employer, shall mean the City of York, Nebraska.

Section 2.7 F.O.P. shall mean Fraternal Order of Police, York Lodge No. 31.

Section 2.8 Bargaining unit members shall mean Police Officers, Police Sergeants, and Police Lieutenants employed by the City of York.

Section 2.9 Grievance. A claim of an employee arising during the term of this agreement which is limited to matters of interpretation or application of the express provisions of this agreement or of City or Department policies and procedures. A grievance under this agreement may not be filed respecting personnel actions subject to the jurisdiction of the Civil Service Commission. It will include the disciplinary actions of oral or written reprimand, or disciplinary probation. The F.O.P. may file a grievance.

Section 2.10 Work Day is an eight (8), ten (10), or twelve (12) hour day depending on the employee's job assignment.

ARTICLE III  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Management Rights

Section 3.1 All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this agreement are retained by the City and remain exclusively within the rights of the City.

Section 3.2 The F.O.P. acknowledges the concept of inherent management rights. These rights, powers, and authority of the City include, but are not limited to the following:

- a. The right to determine, effectuate, and implement the objectives and goals of the City.
- b. The right to manage and supervise all operations and functions of the City.
- c. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours.
- d. The right to establish, set, modify, change, and discontinue work standards.
- e. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
- f. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
- g. The right to determine, establish, and implement policies for the selection, training, and promotion of employees.
- h. The right to create, establish, change, modify, merge, contract, subcontract, and discontinue any City function operation, and department.
- i. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel.

- j. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provisions of this Agreement.
- k. The right to determine and enforce employee's quality and quantity standards.
- l. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

### Management Responsibilities

Section 3.3 The Employer agrees to post additions, modifications, and deletions to City or Department policies at least eight (8) days prior to the date that such changes shall become effective. Changes shall be posted at Department Headquarters. A copy will be distributed to all employees on or before the date of posting.

Section 3.4 A complete and current set of Department policies and procedures will be furnished to all employees.

Section 3.5 In the event of an emergency; policies, procedures, or operational guidelines may be changed immediately. Employees will be notified as soon as possible and posting will occur thereafter.

## ARTICLE IV CHECK-OFF

Section 4.1 The City shall deduct regular annual F.O.P. dues from the pay of each employee covered by this Agreement, provided that at the time of such deduction there is in possession of the City Clerk's office of the City a current written assignment, executed by the employee, in the form and according to the terms of an authorization form to make such deduction, attached thereto, marked Appendix B, and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City Clerk's Office.

Section 4.2 Previously signed and unrevoked written authorization shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorization of other employees rehired or reinstated shall not be considered to be effective.

Section 4.3 Such authorization shall be divided equally between the twenty-six pay periods of each calendar year and will be remitted to the duly designated F.O.P. Official on a monthly basis. The F.O.P. shall advise the City Clerk's Office in writing of the name of such official.

Section 4.4 The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which F.O.P. dues are normally deducted after written notification to the City Clerk's Office of the error. If the City makes an overpayment to the F.O.P., the City will deduct that amount from the next remittance to the F.O.P. The F.O.P. agrees to indemnify and hold the City harmless against any and all claims, suits, and orders of judgments brought against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE V  
BULLETIN BOARD

Section 5.1 The City shall permit the F.O.P. to use one (1) bulletin board exclusively, as designated by the Department Head, for posting of F.O.P. meetings and elections, reports of F.O.P. Committees and other notices or announcements that would be of benefit or interest to the employees that are job or union related.

Section 5.2 Posted materials shall not contain anything political, discriminatory or inflammatory, or anything reflecting adversely upon the City or any of its employees. Any violation of this Section shall entitle the City to cancel the provisions of this Article and prohibit further use of the bulletin board.

Section 5.3 The bulletin board shall be for the exclusive use of the F.O.P.

## ARTICLE VI DISCHARGE AND DISCIPLINE

Section 6.1 Disciplinary Actions – The tenure of a person holding a position of employment under the Civil Service Act shall be only during good behavior. Any such person may be removed or discharged, suspended with or without pay, demoted, reduced in rank, or deprived of vacation, benefits, compensation, or other privileges, except pension benefits, for any of the following reasons:

- (1) Incompetency, inefficiency, or inattention to or dereliction of duty;
- (2) Dishonesty, prejudicial conduct, immoral conduct, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, any willful failure on the part of the employee to properly conduct himself or herself, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act;
- (3) Mental or physical unfitness for the position which the employee holds;
- (4) Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of his or her position;
- (5) Conviction of a felony or misdemeanor tending to the employee's ability to effectively perform the duties of his or her position; or
- (6) Any other act or failure to act which, in the judgement of the civil service commissioners, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

Section 6.2 Disciplinary Actions-Oral Reprimand: An employee may be reprimanded orally for cause by his superior. Such oral reprimand shall be documented in written form, and placed in such employee's personnel file and a copy of the same furnished to the employee.

Section 6.3 Disciplinary Actions-Written Reprimand: An employee may be reprimanded for cause. Such reprimand shall be in writing. Such reprimand shall be transmitted to the employee and a copy, signed by the employee, shall be transmitted for inclusion in the employee's personnel file.

Section 6.4 Disciplinary Actions-Disciplinary Probation: An employee may be placed on disciplinary probation for cause for a period not exceeding 180 calendar days in any twelve month period. A written notice of such disciplinary probation shall be transmitted to the employee within one day following the imposition of the same; and a copy included in the employee's personnel file. If an employee, while on disciplinary probation, is alleged to have further violated policy or otherwise have committed an act that is or may have been misconduct, the disciplinary probation may be extended until the allegation is investigated and a conclusion reached. Employees found to have violated policy or committed an act of misconduct while on disciplinary probation shall be further disciplined. An employee may be removed from disciplinary probation at any time. Employees on disciplinary probation shall not be promoted or granted any pay increase. After probation has concluded, such employee shall then be eligible to receive his/her pay raise effective as of that date, and shall also be re-eligible for promotional consideration.

Section 6.5 Disciplinary Actions-Suspension: An employee may be suspended without pay for cause for a period or periods not exceeding 240 hours in any twelve (12) month period; however, no single suspension shall be for more than 80 hours. A written notice for such suspension shall be transmitted to the employee within one (1) day following the effective date of the suspension; a copy of the written notice shall be transmitted to the Civil Service Commission. Such notice shall include the reasons for and the duration of the suspension.

Section 6.6 Disciplinary Actions-Demotion: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee and a copy transmitted to the Civil Service Commission.

Section 6.7 Disciplinary Actions-Discharge: An employee may be discharged for cause. Such employee may be suspended without pay pending discharge.

Section 6.8 An employee may request that any reprimand or order of disciplinary probation, except those that relate to a violation of any misdemeanor or felony State or Federal Statute, that are greater than eighteen (18) months old be removed from his or her personnel file. If such a request is made, all reprimands or orders of disciplinary probation that are greater than eighteen (18) months old at the time of the request, will be removed and given to the employee provided that no other disciplinary action of a similar nature has been taken against said employee as contained in his or her personnel file. If removed, no copies or notations of such documents will be maintained in the personnel file. Disciplinary actions involving suspension without pay, demotion, or dismissal shall be a permanent part of an employee's file.

Section 6.9 Any disciplinary action shall be initiated as expeditiously as possible from the time known by or brought to the attention of the City by a complaint or other notification.

ARTICLE VII  
EMPLOYEE RIGHTS

Section 7.1 All employees covered by this contract shall be entitled to the following rights. The rights and procedures contained herein shall not apply to any criminal investigations.

- A. The Employer will not solicit any formal citizens' complaints against an employee; solicitation shall not be construed to mean any follow-up of a third-party complaint or follow-up of first-party complaints.
- B. An employee shall not be subject to any offensive language, nor shall be threatened with dismissal, transfer or other disciplinary punishment in an attempt to obtain his or her resignation.
- C. An accused employee shall be informed of the nature of any complaint and investigation. The accused employee shall be permitted to have either his/her choice of an attorney or Union Official present during questioning. If the Department chooses to tape record any portion of the proceedings, it must record the entire proceedings.
- D. The questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee. If such interrogation is conducted during off-duty time, the employee shall be compensated in accordance with regular overtime procedures.
- E. The employee shall be informed, prior to the questioning, of the name and rank of the person in charge of the questioning and all other persons to be present.
- F. The questioning session shall be for a reasonable period, and the person being questioned shall be allowed reasonable breaks or rest periods.
- G. Unless agreed to by the employee, the City shall not divulge the reason for any disciplinary action that is not appealed to the Civil Service Commission or the City Personnel Board. The City shall make every reasonable effort to insure that no employee's home address, home telephone number, or photograph is released for public consumption.
- H. Garrity warnings shall be given in the appropriate circumstances on the form found in Appendix C.
- I. Each employee shall, upon request, have the right to review his or her

personnel file during regular business hours.

Section 7.2 INFORMAL RESOLUTION PROCESS - An informal resolution process will be used for "complaint inquiries". This consists of discussion with an employee concerning minor or less serious allegations of misconduct. The purpose of the "complaint inquiry" is to provide an optional method to expeditiously resolve less serious complaints. No advance notice requirements shall apply; however, an employee may request representation. The informal resolution process may be conducted by telephone.

### Section 7.3 IMPOSITION OF DISCIPLINE

1. When imposing discipline, management shall not take into consideration any other offense which is not a founded allegation of misconduct and is not documented in the employee's personnel file.
2. The parties agree that the progressive discipline techniques shall be used. The goal of progressive discipline is to apply the minimum level of discipline which will bring the employee's performance to the expected level.

### Section 7.4 DUE PROCESS.

1. Discipline shall be conducted in accordance with due process, as provided for in this labor contract and the provisions of the Civil Service statutes, and good faith for just cause.
2. Employees shall be entitled to a fair and impartial investigation when, in the course of the employee's scope of employment, the employer deems an investigation necessary. Employees will assist and expedite administrative investigations and, when requested by investigative officers, furnish information or give statements as witnesses within the guidelines specified in this Agreement.
3. An employee's immediate family shall not be interviewed unless they are a party or witness to the complaint or at the specific request of such employee.

ARTICLE VIII  
APPEAL PROCEDURE

Section 8.1 An employee who has satisfactorily completed his/her probationary period of employment within the City of York shall have the right to appeal to the Civil Service Commission any suspension, discharge, removal, or demotion not later than ten (10) working days after receiving notice of such action.

Section 8.2 If an appeal is made to the Civil Service Commission, the appeal must be in writing, setting forth the reasons why such action is improper and submitted to the Civil Service Commission within ten (10) days after being notified by the appointing authority, whereupon the commission shall conduct an investigation.

Section 8.3 If an employee serving a probationary period by virtue of promotion is discharged for reasons of misconduct or delinquency, he shall be entitled to file and process an appeal under the provisions of Section 8.1 or Section 8.2 hereof.

ARTICLE IX  
GRIEVANCE PROCEDURE

Section 9.1 The following procedure shall be used in the submission of a grievance.

Step 1. An employee or the F.O.P. who has a grievance shall present the same, in writing to the immediate supervisor within seven (7) calendar days from the date of the action. The letter must state the pertinent facts relating to the cause of the grievance. The supervisor shall then meet with the employee to discuss the grievance and shall respond with a decision within four (4) days, in writing, to the employee.

Step 2. If satisfactory settlement is not reached under Step 1 hereof, then the aggrieved employee or the F.O.P. may, within seven (7) calendar days of receipt of the decision of the employee's supervisor, the employee may present the grievance to the Department Head in the form of a signed letter, within seven (7) days of the receipt of the decision of the employee's supervisor. The grievance shall then be discussed by the employee, the supervisor, and the Department Head in an attempt to resolve the matter. The Department Head shall notify the employee, in writing, of the decision within seven (7) days of the receipt of the grievance.

Step 3. If the grievance is not settled by the department head to the satisfaction of the employee, the employee may appeal, in writing, to the City Administrator within ten (10) days of the receipt of the Department Head's decision. The City Administrator shall render a written decision on the grievance within ten (10) days of the completion of the hearing. The City Administrator shall decide if the action taken against the employee was appropriate.

Section 9.2 An employee shall have the right to appeal his/her grievance from the decision of the City Administrator to the City Personnel Board not later than ten(10) days after receiving the City Administrator's decision.

Section 9.3 Any time limitation provided herein may be waived or extended in writing by mutual agreement of the aggrieved employee or the F.O.P. and the City Administrator.

ARTICLE X  
PROBATIONARY EMPLOYEES

Section 10.1 The probationary period shall consist of the probationary service period which concludes twelve (12) months after his/her date of hire or date of certification, whichever is the latter, except in a case of a promotion or reclassification which period shall consist of twelve (12) months of actual employment in the new position. Any interruption of employment during either probationary period shall not be counted as part of the period. Approved paid leave not in excess of thirty (30) calendar days does not constitute an interruption of employment within the meaning of this Section from and after the effective date of this Agreement.

Section 10.2 At any time during the probationary period, the Department Head may remove an employee whose performance and/or attitude does not meet the required standards.

Section 10.3 At the completion of an employee's probationary period, the Chief shall notify the employee in writing whether the employee has met the required standards and whether or not the employee will continue in his/her position.

Section 10.4 An employee step raise procedure begins after six (6) months of employment, and then, as provided by current City policy until the top step in the applicable pay grade is attained.

ARTICLE XI  
PROMOTION

Section 11.1 If any position that is represented by the F.O.P. or will be represented by the F.O.P. in the future, except Police Officer should become vacant, competitive testing for the position shall be conducted within the Department so long as a qualified candidate shall present himself/herself.

## ARTICLE XII SENIORITY

Section 12.1 Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay for ninety (90) days or less; or layoff for ninety (90) calendar days or less, shall not constitute a break or interruption of service within the meaning of this Section. Any layoff, authorized absence, or voluntary termination of employment without pay for more than ninety (90) calendar days shall result in an adjustment in seniority for all time on leave or layoff. Employees on military leave of absence shall be exempt from any adjustments to seniority due to the absence without pay.

Section 12.2 A list of employees arranged in order of seniority shall be maintained and made available for examination by employees, provided that the seniority list be revised and updated at the end of each contract year, a copy of the same shall be transmitted to the President of the F.O.P. within thirty (30) days from the effective date of the labor agreement.

Section 12.3 Where two (2) or more employees in the same classification are appointed on the same date, their seniority standing shall be determined in the order of their rank on the Certified Employee List of the Civil Service Commission from which their appointments are made.

Section 12.4 Seniority, as it applies to granting employees preference relative to holidays off and vacation leave, shall be based on continuous length of service with the York Police Department.

ARTICLE XIII  
LAY-OFF

Section 13.1 Whenever a reduction in work force becomes necessary, lay-off of a bargaining unit employee shall be made on the basis of: 1) the multiple job skills recently or currently being performed by the employee, 2) the knowledge, skills, and abilities of the employee, 3) the performance appraisal of the employee including any recent or pending disciplinary actions involving the employee, 4) the employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto, 5) required federal, state, or local certifications or licenses, and 6) seniority accumulated as a sworn officer with the Police Department. The F.O.P. and the employee shall be notified fourteen (14) calendar days in advance of any anticipated lay-off.

Section 13.2 No regular employee shall be laid off from any classification while there are provisional, part-time, or seasonal employees working in the same classification.

Section 13.3 In the event an employee becomes subject to lay-off in his/her classification and is qualified to perform duties in a lower classification, he shall be permitted to take a position in the next lower classification at the classification's rate of pay and any employees in the lower classification subject to lay-off by virtue of the provisions of this Section shall be laid off in accordance with the provisions of Section 13.1 hereof. An employee appointed to such position in a lower classification shall be entitled to the rate of pay of the highest step level of that lower classification or his/her current rate of pay, whichever is lower.

Section 13.4 The names of regular employees who have been laid off shall be placed on a lay-off list, maintained by the City for a one-year period. The City shall rehire in reverse order of lay-off; provided, such employees are otherwise qualified to perform the duties of the position. No new employees will be hired by the City until all laid off employees have been offered positions. If a laid off employee is offered and refuses employment, he/she may be removed from the lay off list.

Section 13.5 Where an employee has accepted a position in a lower classification by virtue of Section 13.3 or 13.4 hereof, he/she shall be recalled to his/her former position when the same becomes available in the reverse order of reduction for a period of up to 2 years.

## ARTICLE XIV LEAVE

Section 14.1 SICK LEAVE - Each full-time employee shall accrue eight (8) hours of paid sick leave per month. Sick leave shall not accrue beyond nine hundred and sixty (960) hours. Upon death or retirement with the City the employee shall receive pay for 50% of all current accumulated sick leave time to a maximum of 480 hours at the hourly rate of pay at time of death or retirement. Upon termination with twenty (20) years of uninterrupted service with the City the employee shall receive pay for 25% of all current accumulated sick leave time to a maximum of 240 hours at the hourly rate of pay at time of termination. Sick leave may be used for the birth or adoption of a child up to a maximum of three (3) working days. An employee may use sick leave for doctor and dental appointments.

An employee may use sick leave to act as the caretaker for family illness not to exceed thirty (30) days in any twelve-month period. For this section, family members must be members of the employee's household.

Of the thirty (30) days of family sick leave in a twelve-month period, an employee may use no more than five (5) days to act as the caretaker for the employee's spouse, parents, children, grandchildren, brother or sister who are not members of the employee's household.

Section 14.2 VACATION LEAVE - Fulltime regular employees shall become eligible for vacation based upon length of continuous service as follows:

- 88 hours per year after the first anniversary of employment
- 128 hours per year after the fifth anniversary of employment
- 168 hours per year after the fifteenth year of employment
- 184 hours per year after the twentieth year of employment

Vacation leave shall be used in increments of one hour. Use of vacation leave in advance of accrual is prohibited.

An employee may elect to carry over a maximum of fifty (50) vacation hours into the subsequent anniversary year.

When a holiday; observed by the City, occurs during an employee's scheduled vacation, another day of vacation shall be granted. This additional day may be used to extend a scheduled vacation.

A first year employee may take his/her vacation upon completion of one year's continuous service.

If prior to the start of a scheduled vacation an employee is temporarily off duty because of illness or injury, the vacation may be rescheduled in the same calendar year.

An employee whose employment is terminated for any reason will be granted normal pay for any unused vacation.

Section 14.3 FUNERAL LEAVE - In the event of the death of any employee's father, mother, spouse, child, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, or grandchildren, or household member, the employee shall be allowed paid leave for reasonable and necessary absence for arrangement and attendance to said funeral, not to exceed twenty-four (24) hours. This may be extended to fifty-six (56) hours by using thirty-two (32) hours of sick leave during any seven (7) consecutive day period with the approval of the Department Head. In the case of death of an aunt, uncle, niece, nephew of the employee or spouse, the employee shall be allowed up to twelve (12) hours of paid leave, of which four (4) hours will be sick leave hours. This may be extended to thirty-six hours (36) hours by using an additional twenty-four (24) hours of sick leave during any three (3) consecutive day period with the approval of the Department Head. Leave with pay may be granted from four (4) to twelve (12) hours for an employee to serve as a pallbearer.

Section 14.4 CIVIL LEAVE - When an employee is required to serve as a juror or witness in Federal, State, County or Municipal Court, the City shall grant appropriate paid leave upon the giving of reasonable notice to the Department Head of receiving a summons to jury duty. Employee must report back to work whenever possible or if released or excused from juror or witness duties during regular duty shift. Any monetary payment received by the employee in connection service as a juror or witness will be signed over to the City.

Section 14.5 A leave of absence without pay for good cause may be granted by the Department Head.

Section 14.6 ADMINISTRATIVE LEAVE - The Department Head may grant employees administrative leave with pay for the following purposes:

- (1) To participate in meetings, institutes, examinations, official funerals, and other activities directly related to work of the employee. Administrative leave granted to employees for this purpose shall be with pay to the extent of the normal workday or workweek.
- (2) To compete for positions in the City personnel system.
- (3) To present grievances or appeals to City officials.
- (4) To represent the F.O.P. in labor negotiations with the City.

The Department head may grant a leave of absence without pay for periods not in

excess of one month. A request for a leave of absence in excess of one month may be approved by the City Administrator.

ARTICLE XV  
NON-DISCRIMINATION

Section 15.1 The parties hereby agree not to discriminate against any employees because of race, color, creed, sex, national origin, protected age, disability, marital status, sexual preference, religious or political affiliations, or F.O.P. membership.

Section 15.2 The parties hereby agree that no Officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, reward, entice or interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel F.O.P. membership.

Section 15.3 A.D.A. Compliance. In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the F.O.P. hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

ARTICLE XVI  
EMPLOYEE PERFORMANCE EVALUATION

Section 16.1 All personnel of the York Police Department shall be evaluated at the end of his or her initial six-month employment period. Each employee shall then be evaluated at least annually. Evaluations of personnel ranked below Sergeant will all be initially conducted by the Sergeant, if available, and if not, by the next highest Officer. All employee evaluations shall be subject to review by the next highest Officer, each review to take no longer than fifteen (15) days from the date of the preceding reviewer's report.

Section 16.2 The performance evaluation review may be the criteria for determining whether or not the employee being reviewed is eligible for promotion.

Section 16.3 The original of each employee's official performance review shall be maintained in the Officer's personnel file, kept by the City Clerk at City Hall. Said file is to be confidential.

ARTICLE XVII  
HOURS OF WORK

Section 17.1 The City and the F.O.P. will discuss any changes to the current work schedules before any changes are made.

Section 17.2 An employee shall, when possible, be allowed a thirty (30) minute lunch period when working an eight (8) hour day, and a forty-five (45) minute lunch break when working a ten (10) hour or a twelve (12) hour day. In addition the employee, when possible, shall be allowed one fifteen (15) minute break every four (4) hours worked.

Section 17.3 Duty shifts will be bid in order of seniority prior to the 1st day of January of each year. The duty shifts will begin on the next pay period of such month. The F.O.P. and the City may mutually agree to rebid shifts anytime during the year for reasons of manpower increases or shortages and emergencies.

ARTICLE XVIII  
OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES

Section 18.1 Subject to approval of the Department Head, outside Employment Without Uniform Employees shall be entitled to engage in outside employment which does not require the use of the official uniform as defined in the Department's Rules and Regulations and which is neither prohibited by the provisions of this Agreement nor the Department's Rules and Regulations, provided that the duties of the outside employment do not constitute a conflict of interest nor conflict with an employee's performance of his/her duties with the City of York.

Section 18.2 Subject to approval of the Department Head, outside Employment with Uniform Employees may be allowed to engage in outside employment which does require the use of the official uniform and which is not prohibited by the provisions of the Agreement provided that the duties of the outside employment do not constitute a conflict of interest nor conflict with an employee's performance of his/her duties with the City of York. This approved use shall include school events, County Fair, community events, and adult and teen activities within the City and County of York, Nebraska.

ARTICLE XIX  
ATTENDANCE IN COURT, CONFERENCES AND OTHER MEETINGS

Section 19.1 An employee required to attend as a witness or in any other capacity directly related to the employee's official duties in any case pending in the County Court or District Court or before any Grand Jury proceedings, or in conference with the County Attorney or their assistants, or at any pretrial conference or any other related hearing or at any proceedings by any City, County, State or Federal government, or any of the subdivisions or agencies thereof during off-duty periods shall be entitled to compensation as though called back for regular duty.

Section 19.2 Employees attending City required, or City approved and job related training sessions, workshops, and conferences shall be paid at their regular rate of pay. The actual hours attending the training shall be considered as hours worked for the purposes of computing overtime. The actual hours will only include the time spent in the training sessions.

Section 19.3 Employees attending City required, or City approved and job related court, training sessions, workshops, or conferences at a site in excess of fifteen (15) one way road miles (by the most direct route) shall be paid travel time. Travel time shall be counted as hours worked for purposes of determining overtime. The following will be used for determining travel time by motorized vehicle; 50 miles will equal 1 hour.

Section 19.4 Newly hired officers attending the Nebraska Law Enforcement Training Center to obtain the certification required by Section 81-1414 of the Nebraska Revised Statutes shall be paid at their regular rate of pay. The actual time spent in the training sessions as they are scheduled shall be considered as hours worked for the purposes of computing overtime. Each attendee shall submit documentation of the scheduled training sessions to the Chief of Police at the end of each week of training. Travel time shall be computed following the guidelines established in Section 19.3 of this agreement.

ARTICLE XX  
HOLIDAYS

Section 20.1 Employees shall be granted the following paid holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Martin Luther King Day  
President's Day  
Veteran's Day

Section 20.2 All work performed on observed holidays shall be compensated at a rate of one and one half times the actual number of hours worked on such holidays, plus an additional eight (8), ten (10) or twelve (12) hours of pay at regular time, depending on which shift (hours) the employee is regularly scheduled to work. In the event an employee works a portion of a holiday, he shall be entitled to one and one half times the actual number of hours worked for that time, with the remainder of the time being paid as straight time in holiday pay.

In the event an employee takes an observed paid holiday off and the day is a regularly scheduled 8, 10 or 12 hours day, the employee will be compensated for the regularly scheduled hours at regular pay at straight time.

When a holiday falls on a regular day off for an employee, that employee shall be compensated for eight (8) hours of pay, in addition to his/her regular base pay, at straight time.

Employees called back to work on holidays or after being staffed-off on a holiday will be paid-eight hours pay for the holiday and time and one-half for the actual hours worked.

ARTICLE XXI  
OVERTIME AND CALL-BACK PAY

Section 21.1 The following items will be regarded as hours worked for the purpose of computing overtime:

1. Hours worked.
2. Rest periods.
3. Job required court appearance.
4. When an employee is required to attend training sessions on his/her off-duty time, such time shall be considered time worked and subject to compensation.

Section 21.3 CALL BACK - If an employee is called to duty (including court time) during his/her off duty time, such employee shall be paid for a minimum of two (2) hours. Call back time shall not be paid in the event an employee is called, back to complete work which could have been done at the close of the shift.

Section 21.4 OVERTIME/COMPENSATORY TIME – Overtime may be taken either in wages or compensatory time, as determined by the employee. In the event the employee determines to accrue compensatory time, said time shall not exceed sixty-five (65) hours.

Utilization of compensatory time must be approved by the supervisors prior to the taking of said leave.

Section 21.5 Employer shall use the prevailing Fair Labor Standards Act criterion in determining overtime issues and overtime status of employees covered by this Agreement.

ARTICLE XXII  
UNIFORMS AND EQUIPMENT

Section 22.1 Each employee shall receive uniforms and equipment furnished by the City, at its expense.

Section 22.2 The City will replace or repair uniforms damaged in the line of duty. Accessories, such as watches and glasses, damaged in the line of duty will be repaired or replaced up to a reasonable sum. Invoices must be submitted. Incidents of the above nature shall be reported by the end of shift or the next workday to the supervising officer for their review and consideration.

Section 22.3 The City shall obtain and issue each employee a Protective Vest, within a reasonable period of time. Each year the FOP and Chief of police shall mutually agree on the product standards and brands of protective vest, using the most up to date information provided by reputable test sources and federal standards for protective vests. Such vest shall be of proper fit for the officer and in a safe, usable condition. The City shall replace the protective vest in the case of damage through no negligence of the Officer or upon expiration of the safety date.

Section 22.4 If the City orders any uniform style or color change or addition, the City shall pay to replace said uniforms, or any other equipment designated for change or addition.

Section 22.5 The City will pay to each employee, the amount of sixty-five dollars (\$65.00) per month to reimburse the employee for the cleaning of uniforms.

## ARTICLE XXIII INSURANCE

Section 23.1 Employees and their families shall be entitled to enroll in the City's Group Health Insurance Program. The City shall pay one hundred (100) percent of the health insurance premiums for single coverage, and seventy (70) percent of the difference between single coverage and family coverage of health insurance premiums.

Section 23.2 In the event it becomes necessary to change the level of benefits, the City and one member appointed by the F.O.P. shall meet, discuss and agree upon alternative ways the City can maintain the level of benefits fundamentally equal to what is currently in effect as of September 27, 2021, or to agree upon alternative benefit levels.

Section 23.3 The City shall provide life insurance for the employee in the amount equal to one (1) times their annual salary (rounded to the nearest \$1,000), at no expense to the employee.

Section 23.4 The City shall make available vision insurance and the premium shall be 100% paid by the employee.

Section 23.5 The City shall make available supplemental insurance and the premium shall be 100% paid by the employee.

Section 23.6 Employees and their families shall be entitled to enroll in the City's Group Dental Insurance Program. The City shall pay thirty-four (34) percent of the dental insurance premiums for single coverage and thirty-four (34) percent of the difference between single coverage and family coverage of dental insurance premiums.

ARTICLE XXIV  
EDUCATION REIMBURSEMENT

Section 24.1 The City will reimburse qualified employees fifty (50) percent of tuition costs to a maximum of one hundred fifty dollars (\$150.00) per credit hour for approved courses to an accredited College or University located within the State of Nebraska. The City shall budget and allocate a total of two thousand dollars (\$2000.00) each fiscal year for the purpose of paying for qualified employee educational reimbursements for approved courses. The City shall not be obligated to pay any educational reimbursement to any employee once all budgeted educational reimbursement funds have been allocated or paid out to qualified employees that have received approval for courses by the City Administrator. The approval of courses and qualification by employees for educational reimbursement funds shall be on a "first come – first served" basis.

Section 24.2 To qualify, an employee must be in good standing with at least three (3) years of full time service with the City at the time the course begins.

Section 24.3 To qualify for reimbursement, the course must be job related or required for a job-related degree and approved by the City Administrator prior to registration, and the employee must earn a minimum grade of a "B". Courses that may qualify for reimbursement include, but are not limited to: Criminal Justice, Criminal Investigations, Psychology, Sociology, and Spanish. The City Administrator shall respond in writing to the employee with a decision regarding whether a course is a qualifying job related course within five (5) business days of the City Administrator's receipt of the employee's request for course approval.

Section 24.4 The maximum number of hours that the City will reimburse is six (6) hours per semester and three (3) hours during summer; a total of fifteen (15) per school year.

Section 24.5 The City will reimburse the employee for twenty-five (25) percent of tuition costs to a maximum of seventy five dollars (\$75.00) per credit hour after successful completion of the course and twenty-five (25) percent to a maximum of seventy five dollars (\$75.00) per credit hour one year later if the employee is still employed by the City.

ARTICLE XXV  
SAFETY COMMITTEE

Section 25.1 In accordance with Section 484423 through 48-445 of Nebraska Revised Statutes, The City has appointed a Safety Committee consisting of management and non-management personnel. The duties of said committee shall be in accordance with said Statutes and applicable rules and regulations as may be validly adopted and amended by the Nebraska Department of Labor. Representation of bargaining unit members shall be solicited.

ARTICLE XXVI  
SAVINGS CLAUSE

Section 26.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII  
MAINTENANCE OF STANDARDS

Section 27.1 Nothing contained in this Agreement shall be construed as repealing any lawfully recognized benefit provided through the City for employees of the Police Department, and no employee shall inadvertently suffer any loss of wages, hours or working conditions by reason of the signing of this Agreement.

Section 27.2 In the event of a conflict between this Agreement and the City of York's or the Department's policies, this Agreement shall control anything to the contrary.

## ARTICLE XXVIII WAGES

Section 28.1 (1) Effective September 27, 2021, employees in all F.O.P. job classifications/positions shall be compensated in accordance with the attached wage schedule for fiscal year 2021-2022 found in Appendix "A". Appendix "A" reflects a 3% pay increase at each step and across all pay lines in each F.O.P. job classification/position, including Sergeant Kim Christensen, for fiscal year 2021-2022.

(2) If notice is given as provided in Article XXX, Section 30.3, then contract negotiations shall begin not later than May 15, 2022. Comparable First Class Cities shall be used during contract negotiations to determine a midpoint or higher wages.

Section 28.2. On or before October 5, 2021, all bargaining unit members shall be granted a one-time premium pay bonus determined by the premium pay policy outlined in Appendix D.

Section 28.3 When an employee is promoted to a position having a higher pay grade, the rate of pay shall be no less than what the employee is making at the position that he/she is promoted from. The first step increase shall be after successful completion of the Probationary period, and then every twelve (12) months thereafter until the maximum step for the position is attained.

Section 28.4 An employee assigned as a Field Training Officer (FTO) for the training of new officers in the twelve (12) week Field Training Program, shall, in addition to their regular pay, receive an additional \$0.75 per hour during actual time with the new officer. The additional pay shall only apply to the specific pay periods that the employee is actually acting as a Field Training Officer and has a new officer with him/her. The FTO's supervisor shall authorize the request for additional pay for each pay period and it will be the responsibility of the employee to submit the proper paper work to the supervisor before the end of the affected pay period. The FTO must be certified in the Field Training Officer Program and must be approved by the Chief of Police.

Section 28.5. Any employee who is certified to instruct other employees in the Department shall receive an instructor bonus of \$250 payable at the end of the fiscal year. Any employee who has already obtained or earns a Bachelor's degree at any point before September 30, 2022 shall receive a \$250 bonus payable at the end of the fiscal year. Employees who qualify for both of the above bonuses shall be paid a total of \$500.

ARTICLE XXIX  
WORKING OUT OF CLASSIFICATION

Section 29.1 When an employee is designated by the Department Head to act in a higher job classification, and performs said duties for more than 60 hours within a pay period and meets the minimum qualifications of said position. The employee shall be compensated at a rate of 5% above the step in which the employee is currently paid or at step 1 of the higher classification; whichever is greater, for the actual hours worked at the higher classification. This shall not apply when the Lieutenant performs the duties of the Police Chief on a temporary basis since the Lieutenant's job description states that he shall act as Chief in the Chief's absence.

ARTICLE XXX  
TERM OF AGREEMENT

Section 30.1 This Agreement, with all of its terms, shall be in full force and effective from September 27, 2021 to, and including September 30, 2022.

Section 30.2 This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement and shall be extended until such time as a new or modified agreement is approved by both parties.

Section 30.3 This Agreement shall be automatically renewed from year to year thereafter unless either party desires to modify this Agreement or any part thereof; it shall notify the other in writing no later than the first day of May, 2022. If such notice is given, negotiations shall begin no later than May 15, 2022.

ARTICLE XXXI  
WORK STOPPAGES

Section 31.1 Prohibition of Work Stoppages. The protection of the public health, safety, and welfare demands that neither the F.O.P. nor any individual City employee in the bargaining unit, or any person acting in concert with them will cause, sanction, or take part in any lockouts, strikes, slow downs, work stoppages, abnormal absenteeism, withholding of services or any other interference with the normal work routine of the City, including sympathy strikes, picket lines, or boycotts, for any reason whatsoever during the period of this Agreement.

Section 31.2 F.O.P. Obligations. The F.O.P., its officers, agents, and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, work stoppage or interference with operations, including sympathy strikes or boycotts, for any reason whatsoever. If any unauthorized strike, slow down, work stoppage, or interference with production, including a sympathy strike or boycott, occurs or is threatened, the F.O.P. agrees to use every means at its disposal to disavow, prevent, and terminate such unauthorized action and to maintain full operations.

ARTICLE XXXII  
SCOPE OF AGREEMENT

Section 32.1 Complete Agreement. The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this agreement.

Section 32.2 Interpretation. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

Section 32.3 C.I.R. Waiver. As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, and the City, and all its representatives, hereby knowingly, intelligently, and voluntarily waive their rights to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages and fringe benefits, or any other conditions of employment with respect to the time period between September 27, 2021 through September 30, 2022.

Section 32.4 Negotiations. The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

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

WITNESS:

CITY OF YORK, NEBRASKA

\_\_\_\_\_  
Dr. Sue Crawford  
City Clerk

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

WITNESS:

FRATERNAL ORDER OF POLICE  
YORK, LODGE #31

\_\_\_\_\_  
Jean Thiele  
City Clerk

\_\_\_\_\_  
Kim Christensen  
President, FOP #31

APPENDIX A

CITY OF YORK - POLICE DEPARTMENT								
FINAL 2021-2022 PAY SCHEDULES (Effective September 27, 2021) - 3% INCREASE								
Pay		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
P1	Monthly	3756.15	3945.94	4146.25	4346.92	4552.95	4775.04	5008.21
OFFICER	Annual	45,074	47,351	49,755	52,163	54,635	57,300	60,099
	Hourly	21.670	22.765	23.921	25.078	26.267	27.548	28.894
	Bi-weekly	1733.61	1821.20	1913.66	2006.27	2101.36	2203.86	2311.48
P2	Monthly	4392.81	4607.40	4832.00	5067.48	5318.50	5585.05	5857.14
SERGEANT	Annual	52,714	55,289	57,984	60,810	63,822	67,021	70,286
	Hourly	25.343	26.581	27.877	29.235	30.684	32.221	33.791
	Bi-weekly	2027.45	2126.49	2230.15	2338.84	2454.69	2577.72	2703.29
P3	Monthly	4797.72	5038.20	5283.51	5533.63	5802.51	6094.94	6401.48
LIEUTENANT	Annual	57,573	60,458	63,402	66,404	69,630	73,139	76,818
	Hourly	27.679	29.067	30.482	31.925	33.476	35.163	36.932
	Bi-weekly	2214.33	2325.32	2438.54	2553.98	2678.08	2813.05	2954.53
SGT Kim	Monthly	5898.02						
Christensen	Annual	70,776						
	Hourly	34.027						
	Bi-weekly	2722.16						



APPENDIX "B"

AUTHORIZATION FOR PAYROLL DEDUCTION

FRATERNAL ORDER OF POLICE LODGE #31

Effective 10/1/99, I hereby request and authorize you to deduct from my earnings each payroll period, the amount of \$\_\_\_\_\_ totaling \$\_\_\_\_\_ per calendar year of my gross income for regular payment to the FRATERNAL ORDER OF POLICE, LODGE #31. This authorization is revocable at any time upon giving written notice, pursuant to Article IV, Check-Off, Section 4.1 to the City Clerk of the City of York.

X\_\_\_\_\_ Social Security # \_\_\_\_\_  
(Employee's Signature)

Print or Type \_\_\_\_\_  
Last Name First M.I. Date

\_\_\_\_\_ Street Address City State Zip

APPENDIX C

GARRITY WARNING

I wish to advise you that you are being questioned as part of an official investigation of the York Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to disciplinary action which could result in your dismissal from the York Police Department. If you do answer, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent disciplinary action.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## APPENDIX D

### 2021-2022 American Rescue Plan Premium Pay

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

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

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

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

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



Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

## RESOLUTION

### SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2021

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

\_\_\_\_\_  
(Signature of Clerk)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2021**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City  Village  of \_\_\_\_\_  
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



\_\_\_\_\_  
Signature of Mayor  Village Board Chairperson  (Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of City Street Superintendent (Optional)

\_\_\_\_\_  
(Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2021 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509