

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, September 1, 2022
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. Notice of this meeting was published in the York News Times on August 25, 2022
3. Pledge of Allegiance
4. Roll Call
5. Minutes of August 25, 2022 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing & Office Supply in the amount of \$1,811.29
7. Claims for the period of August 19, 2022 through September 1, 2022
8. City Administrator Report
9. Consider approval to increase the Base of Restricted Funds by an additional one-percent (1%)
10. 2022-2023 Budget
 - 10.1. Approve 2022-2023 Budget
 - 10.1.1. Amend the preliminary property tax rate as certified by the York County Clerk - Resolution 2022-19
 - 10.1.2. Set property tax rate at 0.311 - Resolution 2022-18
 - 10.1.3. Adopt Budget Statement to be termed the Annual Appropriation Bill - Ordinance No. 2335

- 10.1.3.1. Consider suspending the rules for Ordinance No. 2335
 - 10.1.3.2. Passage of Ordinance No. 2335
- 11. Second Reading - Amend Portions of Chapter 37 prescribing sewer rates - Ordinance No. 2334
 - 11.1. Consider suspending the rules for Ordinance No. 2334
 - 11.2. Passage of Ordinance No. 2334
- 12. Set job classifications, pay grade and set maximum wage levels at step 7 of the Pay Range Schedule to become effective September 26, 2022 - Resolution 2022-17
- 13. Adopt Pay Range Schedule for 2022-2023 - Ordinance No. 2336
 - 13.1. Consider suspending the rules for Ordinance No. 2336
 - 13.2. Passage of Ordinance No. 2336
- 14. Approval of agreement between City of York and Fraternal Order of Police, York Lodge No. 31 for the period of September 26, 2022 through September 30, 2023
- 15. Consider approval of roofing bids for City buildings
 - 15.1. Consider approval of the bid with Precision Roofing for the hail damaged Holthus Convention Center roof replacement in the amount of \$789,265.00
 - 15.2. Consider approval of the bid with Precision Roofing for hail damaged rubber roof replacement on City facilities in the amount of \$2,232,348.00
 - 15.3. Consider approval of the bid with Strong 1, LLC for hail damaged shingle roof replacement on City facilities in the amount of \$160,650.00
- 16. Adjournment



Classifieds

York, Nebraska

www.yorknewstimes.com



Place an Ad

To place an ad call 402.204.7009 or Mon thru Fri 8-5pm or go online at yorknewstimes.com and check out our classified link. You may also fax us at 402.362.6748



Publishing Deadlines

For Ads Appearing Tuesday.....Monday at 3pm
Wednesday.....Tuesday at 3pm
Thursday.....Wednesday at 3pm
Friday.....Thursday at 3pm
Saturday.....Friday at 12pm
ADvantage.....Friday at 12pm



What does it cost?

There are different rates for different categories:

- Real Estate for Sale
- Employment/Work Wanted
- Miscellaneous
- Garage Sales
- Rentals

Call for Specials!



Selling a Vehicle?

- Five weeks in YNT
 - 1 week in Trade West
 - 3 days in GI Independent
 - 5 weeks ADvantage includes picture & 20 words for less than \$63
- Call for other packages



Get Online

To read ads, place ads and contact the classifieds department go to yorknewstimes.com/classifieds

Employment yntjobseekers.com

0142 Lost & Found

LOST KEYS ON RING WITH CRESENT WRENCH KEY CHAIN. LOST SOMETIME THURSDAY JULY 28TH BETWEEN EXIT 348 AND WITHIN THE CITY IF YORK. REWARD BEING OFFERED. PLEASE CALL 402-366-8989 WITH INFORMATION. LEAVE MESSAGE IF NO ANSWER.

0300 MERCHANDISE

PLEASE CHECK your classified ads for spelling or other errors (category, etc.) The York News-Times will only be responsible for a one day error.

0355 Pets & Supplies

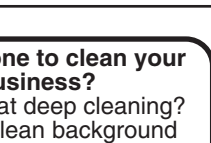
HESS is a super friendly guy. He would be great around other cats and children. He is currently being fostered so you can call LaMoine 402-366-0533 or go on our website www.yorkadoptapet.com and fill out an application.



SAMMIE is a sweet senior cat. She is a talker and loves a warm lap. She is currently being fostered. Call LaMoine 402-366-0533 Please check out our website www.yorkadoptapet.com to see all of the cats and kittens for adoption.



BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!



0190 Personals

DO YOU HAVE A QUESTION



We Will Find The Answer Call THE WONDERLINE 402-362-4478

0242 Painting

RADCLIFF PAINTING & DECORATING Interior/Exterior, Residential/Commercial. Call 402-363-1952.

GET SOMETHING FOR SALE GET IT IN WRITING. The News-Times

Looking for someone to clean your home or business? Moving and need that deep cleaning? Affordable prices, clean background and references upon request may be provided. Contact Ashley at 402-745-0224 or email cleanbeecandp@gmail.com. I'd love to help you out!

JNJ Tree Service LLC is ready to work for you. We are fully insured and family owned. Call us for a free quote for your tree removal, tree trimming, and shelter belt cleanup needs. Call 402-604-8046



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

Bioiberica Nebraska, Inc. in Geneva has an immediate opening for Administrative Coordinator \$18-\$22/hour, commensurate with experience. Up to \$2,000 signing bonus. Generous health insurance benefits, with premiums paid fully by the company. Very flexible schedule. Positive attitude and attention to detail are required. Professional communication and customer-service experience are desired. Duties include •Monitor inventory and the purchasing of new material. •Update database with costs and expenses, tracking accounts receivable and payable. •Prepare shipments, coordinate logistics and paperwork, and act as customer service agent. •Assist with employee recruitment and benefit enrollment. Send resumes to: jrippe@bioiberica.com

Harvest / Farm Help Needed No CDL Required. Farm Experience Preferred. Interested Applicants Can Contact 402-366-5651

Immediate Availability for 2 and 3 Bedroom Units Rental Assistance Available to Qualified Applicants York Del Ray Plaza Townhomes 2220 N. Nebraska Ave. York, NE Call Park Avenue Management at 712-274-7740 for an application TTY: 1-800-833-7352 Equal Housing Opportunity - Handicapped Accessible



0970 Pickups, 4x2 or 4x4



'03 Chevrolet Silverado 1500 LT 4dr Extended Cab 4WD LB, 3 inch lift with 16 inch tires like new.

\$9,995

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



'14 Chevrolet Silverado 1500 LT Z71, 4X4 4dr Crew Cab 5.8 ft. SB, 101K.

\$24,900

ALL TRADES CONSIDERED Mustard Motors 308-940-0287 www.mustardsusedcars.com

0980 Sport Utility Vehicles



'08 Ford Expedition Limited 4x4 4dr SUV, 166K, one owner, excellent condition, above average shape.

\$8,900

ALL TRADES CONSIDERED Mustard Motors 308-940-0287 www.mustardsusedcars.com



'16 Chevrolet Suburban LT 1500, 4X4 4dr SUV, 78K, leather, 8 passenger.

\$29,900

ALL TRADES CONSIDERED Mustard Motors 308-940-0287 www.mustardsusedcars.com



'16 Chevrolet Traverse LT AWD SUV w/1LT, 80,354K, Runs and drives great, Previous salvage title

\$12,000

ALL TRADES CONSIDERED Mustard Motors 308-940-0287 www.mustardsusedcars.com



'16 Infiniti QX80 AWD 4dr SUV, 5.6L V8, 106K

\$26,500

ALL TRADES CONSIDERED Mustard Motors 308-940-0287 www.mustardsusedcars.com



'17 Dodge RAM Pickup 1500 Big Horn 4x4 4dr Crew Cab 5.5 ft SB, 48,591K

\$29,900

ALL TRADES CONSIDERED Mustard Motors 308-940-0287 www.mustardsusedcars.com



'99 Jeep Wrangler Sahara 2dr 4WD SUV, 5 speed, CB radio, removable hard top

\$9,995

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



'18 Nissan Frontier PRO-4X, 4X4, 4dr Crew Cab 5ft. SB 5A, 67K, Excellent condition

\$26,900

ALL TRADES CONSIDERED Mustard Motors 308-940-0287 www.mustardsusedcars.com



2001 Mustang For Sale, Yellow, V6, PLW, Cruise Control, 37K, \$6000. Interested Inquiries Call 303-598-0691

BIN & MILWRIGHT WORKER WANTED \$15-\$20/hour depending on experience. Full-time 40 hours plus per week. Interested individuals should contact Jimmy at 402-363-9007

Driver Needed For In Town and Out of Town Transportation. NO CDL Required, Insurance, Fuel and Vehicle Provided. Contact 308-381-1090 for More Information and to Apply

ATTENTION ALL ANTIQUE LOVERS HUGE ANTIQUE SALE SATURDAY: 9:00am-5:00pm SUNDAY: 9:00am-??? 918 Road U, WACO 3.5 Miles South of Waco, 2 Miles East on Road 11, 1 Mile South on Road U. Contact Jodi at 402-450-8053 For Any Questions And/Or Additional Directions.

SOYBEAN MULCH FOR SALE BAGS or BULK Works in all your landscaping or garden needs. RATZLAFF SOYBEAN MULCH HENDERSON, NE 402-723-4255 or 402-366-3570

0995 Autos for Sale or Lease



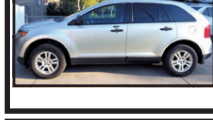
'77 Chevrolet El Camino, upgraded Blue Tooth stereo, cruise, tilt, power windows and locks, restored, new tires, America Mag Rims, remote start, dual exhaust.

\$14,995

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



2011 Ford Edge SUV SE 4 Door, Automatic w/Overdrive 6 Speed 2WD, V6 3.5 Liter Engine, Silver With Grey Interior, Power Windows/door and much more. Regular Maintenance: 160,434 Mile. \$11,990 OBO. Norquest Agri Systems, Inc. (402) 724-2163 nasi@windstream.net



Lincoln NE 68508 (402)474-1507 August 25, September 1, 8 ZNEZ

0099 LEGALS

AMEDNED NOTICE OF INFORMAL PROBATE OF WILL AND INFORMAL APPOINTMENT OF CO-PERSONAL REPRESENTATIVES, AND NOTICE TO CREDITORS IN THE COUNTY COURT OF YOUR COUNTY, NEBRASKA

0099 LEGALS

Estate of Noel E. Kealher, Deceased. Estate No. PR22-69

Notice is hereby given that on August 9, 2022, in the County Court of York County, Nebraska, the Registrar issued a written statement of Informal Probate of the Will of said Decedent and that GERALD N. KEALHER, whose address is 2220 Road D, Polk, NE 68654, and JANE M. GOERTZEN, whose address is 7810 Stockwell Street, Lincoln, NE 68506, were informally appointed by the Registrar as Co-Personal Representatives of the estate. Creditors of this estate must file their claims with this Court on or before October 25, 2022, or be forever barred.

Allison O'Neill, Clerk Magistrate York County 510 Lincoln Avenue, Rm. 211 York, NE 68467 (seal) John C. Hahn Attorney for Applicants Wolfe Snowden Hurd Ahi Sitzmann Tannehill & Hahn, LLP 1248 "O" Street, Suite 800 Lincoln NE 68508 (402)474-1507 August 25, September 1, 8 ZNEZ

0099 LEGALS

Barrows Legal Solutions, LLC NOTICE OF INCORPORATION DMT Farms, Inc., a corporation, shall engage in any lawful business for which a corporation may be formed under the Nebraska Model Business Corporation Act. Authorized capital is Ten Thousand (10,000) shares of stock with each share to have a par value of One Dollar (\$1.00). Perpetual

0099 LEGALS

existence commenced on August 15, 2022 when the Articles of Incorporation were filed with the Secretary of State. Affairs of the corporation are to be conducted by the Board of Directors and officers authorized by the Bylaws and elected by the Board of Directors. The registered office of the corporation is 2418 Road 22, Gresham, Nebraska 68367 and the registered agent at such address is Douglas M. Tonniges. Douglas M. Tonniges, Incorporator August 18, 25, September 1 ZNEZ

NOTICE IN THE COUNTY COURT OF YORK COUNTY, NEBRASKA

Estate of Robert Henke, Deceased Estate No. PR22-70 Notice is hereby given that on August 15, 2022 in the County Court of York County, Nebraska, An-drew Petersen, 14064 Hartman Avenue, Omaha, Nebraska 68164 was informally appointed by the Registrar as Personal Representative of the Estate. Creditors of this Estate must file their claims with this Court on or before October 18th, 2022, or be forever barred.

Allison O'Neill Clerk of the County Court (seal) W. Randall Paragas (Bar I.D. #18382) 9202 W. Dodge Rd., Ste. 307 Omaha, NE 68114

0099 LEGALS

Tel: 402-926-2300 Fax: 402-926-2999 Email: wrpnebaol.com August 18, 25, September 1 ZNEZ

NOTICE TO BIDDERS

Notice is hereby given that the City of York has on file requests for proposals (RFP) for (1) replacing siding on six city buildings, (2) replacing six steel entry doors on two buildings; (3) replacing overhead doors on six buildings; (4) replacing windows or screens for seven locations; (5) replacing lighting for three city facilities.

Sealed Bids for all of the projects will be received, by the City of York at 100 E. 4th Street, York Nebraska 68467, until September 12, 2022 at 2 P.M. at which time the Bids received will be opened and publicly read by the City Clerk. To obtain a copy of one or more of the RFPs, contact Dan Aude, daude@cityofyork.net 402.363.2600. The RFPs are also available on the City of York website. Click "I want to" and "bid on a city project" to see the full list of open City of York RFPs. No set pre-bid meeting will be held. Bidders who wish to view the property involved for the RFP should contact Dan Aude daude@cityofyork.net 402.363.2600 August 23, 24, 25, 26, 27 ZNEZ



Equal Housing Opportunity All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free number for the hearing impaired is 1-800-927-9275. Any reader who suspects an advertiser has discriminated against them should contact the Nebraska Equal Opportunity Commission at (800) 642-6112 or the U.S. Department of Housing and Urban Development, Fair Housing Assistance Division at 800-669-9777.



Cash in on your collectibles with the Classifieds.



out with the old. in with the new. York News-Times Classifieds www.yorknewstimes.com To place your ad call 402-362-4478

NOTICE OF MEETING

Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 7:00 o'clock p.m. on Thursday, September 1, 2022 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk.

Amanda Ring, City Clerk

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 1 day of September 2022, at 7:00 o'clock P.M., at the Municipal Building for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

Operating Budget	2021	2022	Change
Property Tax Request	45,174,079.00	63,011,993.00	39%
Valuation	\$ 1,990,816.00	\$ 1,983,244.00	0%
Tax Rate	603,277,494	693,277,193	6%
Tax Rate if Prior Tax Request was at	0.330000	0.310000	-6%
Current Valuation	0.311184		



Classifieds

York, Nebraska

www.yorknewstimes.com

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Call for other packages

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Employment
yntjobseekers.com

0100 ANNOUNCEMENTS

PUBLIC NOTICE ABANDONED & UNCLAIMED PERSONAL PROPERTY LEFT IN STORAGE UNITS
Storage units rented in the names of the following people will be liquidated and disposed of if payment arrangements aren't made by **Saturday September 10, 2022**
James Neely Travis Patchin
These units will be auctioned on **Sunday September 11, 2022** on Facebook (Storage Shed Auction York Nebraska)
SELF STORAGE OF YORK P.O. Box 337 York, NE 68467 402-362-4494

0355 Pets & Supplies


SAMMIE is a sweet senior cat. She is a talker and loves a warm lap. She is currently being fostered. Call LaMoine 402-366-0533 Please check out our website www.yorkadoptapet.com to see all of the cats and kittens for adoption.

BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!


0970 Pickups, 4x2 or 4x4


'14 Chevrolet Silverado 1500 LT Z71, 4X4 4dr Crew Cab 5.8 ft. SB, 101K.
\$24,900
ALL TRADES CONSIDERED
Mustard Motors
308-940-0287
www.mustardsusedcars.com


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0980 Sport Utility Vehicles


'08 Ford Expedition Limited 4x4 4dr SUV, 166K, one owner, excellent condition, above average shape.
\$8,900
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0980 Sport Utility Vehicles


'16 Chevrolet Suburban LT 1500, 4X4 4dr SUV, 78K, leather, 8 passenger.
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0142 Lost & Found

LOST KEYS ON RING WITH CRESNET WRENCH KEY CHAIN. LOST SOMETIME THURSDAY, JULY 28TH BETWEEN EXIT 348 AND WITHIN THE CITY IF YORK. REWARD BEING OFFERED. PLEASE CALL 402-366-8989 WITH INFORMATION. LEAVE MESSAGE IF NO ANSWER.

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0190 Personals

DO YOU HAVE A QUESTION

We Will Find The Answer Call **THE WONDERLINE** 402-362-4478

0242 Painting

RADCLIFF PAINTING & DECORATING
Interior/Exterior, Residential/Commercial. Call 402-363-1952.
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PLEASE CHECK your classified ads for spelling or other errors (category, etc.) The York News-Times will only be responsible for a one day error.
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WE ARE OPEN!
York Adopt-A-Pet
New Shelter Visiting Hours
Thursday - Saturday Noon-3:00pm
Appointments can be made for other days and times by calling the shelter at 402-362-3964.
You can view our pets on: yorkadoptapet.com

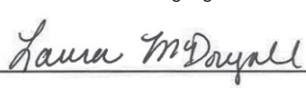

0242 Painting

RADCLIFF PAINTING & DECORATING
Interior/Exterior, Residential/Commercial. Call 402-363-1952.

• RN/LPN: Eve Shift (RN start \$31/hr - LPN \$24) Weekend Only Shift (RN start at \$42/hr - LPN \$36)
• CNAs: Starts at Eve-\$18, Night-\$20 & Day-\$15
• MedAide: FT Eve (M-F) or Weekend Only Shift
• Housekeeper: FT M-F \$13 • Laundry: FT M-F \$12

EST. 1953 • **Sunrise COUNTRY MANOR**
FOR MORE INFO OR TO APPLY VISIT:
SUNRISECOUNTRYMANOR.COM/CAREERS
610 224th Road, Milford
Ph: (402) 761-3230 ext. 224

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Four Corners Health Department
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 1st day of September 2022, at 6:30 o'clock PM at 6:30 for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

Clerk/Secretary
2020-2021 Actual Disbursements & Transfers \$ 1,221,792.00
2021-2022 Actual/Estimated Disbursements & Transfers \$ 1,534,561.00
2022-2023 Proposed Budget of Disbursements & Transfers \$ 2,903,330.00
2022-2023 Necessary Cash Reserve \$ 856,117.00
2022-2023 Total Resources Available \$ 3,759,447.00
Unused Budget Authority Created For Next Year \$ 103,580.52

City of York IN York County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY ADOPTION

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 1st day of September 2022, at 7:00 o'clock P.M., at the Municipal Building for the purpose of adopting the proposed appropriations bill (budget) discussed at the Public Budget Hearing, August 25, 2022 at 5:30 P.M. The budget detail is available at the office of the Clerk during regular business hours.
2020-2021 Actual Disbursements & Transfers \$ 46,362,913.00
2021-2022 Actual/Estimated Disbursements & Transfers \$ 36,867,815.00
2022-2023 Proposed Budget of Disbursements & Transfers \$ 63,011,993.00
2022-2023 Necessary Cash Reserve \$ 21,800,693.92
2022-2023 Total Resources Available \$ 84,812,686.92
Total 2022-2023 Personal & Real Property Tax Requirement \$ 1,983,244.00
Unused Budget Authority Created For Next Year \$ 616,502.12
Breakdown of Property Tax:
Personal and Real Property Tax Required for Non-Bond Purposes \$ 1,983,244.00
Personal and Real Property Tax Required for Bonds \$ -

YOUR NEWSPAPER
A SOURCE YOU CAN TRUST!

ATTENTION ALL ANTIQUE LOVERS
HUGE ANTIQUE SALE
SATURDAY: 9:00am-5:00pm
SUNDAY: 9:00am-???
918 Road U, WACO
3.5 Miles South of Waco, 2 Miles East on Road 11, 1 Mile South on Road U. Contact Jodi at 402-450-8053 For Any Questions And/Or Additional Directions.

Driver Needed For In Town and Out of Town Transportation.
NO CDL Required, Insurance, Fuel and Vehicle Provided.
Contact 308-381-1090 for More Information and to Apply

BIN & MILWRIGHT WORKER WANTED
\$15-\$20/hour depending on experience. Full-time 40 hours plus per week. Interested individuals should contact Jimmy at 402-363-9007

ATTENTION FARMERS:
We have several crews of bean walkers. We do any type of farm work, including picking corn by hand. 28 years experience. References Available. For more information contact 701-943-2084, 712-251-3277, 712-899-5219

Bioiberica Nebraska, Inc. in Geneva has an immediate opening for **Administrative Coordinator**
\$18-\$22/hour, commensurate with experience. Up to \$2,000 signing bonus. Generous health insurance benefits, with premiums paid fully by the company. Very flexible schedule. Positive attitude and attention to detail are required. Professional communication and customer-service experience are desired.
Duties include
•Monitor inventory and the purchasing of new material.
•Update database with costs and expenses, tracking accounts receivable and payable.
•Prepare shipments, coordinate logistics and paperwork, and act as customer service agent.
•Assist with employee recruitment and benefit enrollment.
Send resumes to: jrippe@bioiberica.com

JNJ Tree Service LLC is ready to work for you. We are fully insured and family owned. Call us for a free quote for your tree removal, tree trimming, and shelter belt cleanup needs.
Call 402-604-8046

GET IT IN WRITING.
York News-Times


Looking for someone to clean your home or business?
Moving and need that deep cleaning? Affordable prices, clean background and references upon request may be provided. Contact Ashley at 402-745-0224 or email cleanbeecandp@gmail.com. I'd love to help you out!

Equal Housing Opportunity
All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free number for the hearing impaired is 1-800-927-9275. Any reader who suspects an advertiser has discriminated against them should contact the Nebraska Equal Opportunity Commission at (800) 642-6112 or the U.S. Department of Housing and Urban Development, Fair Housing Assistance Division at 800-669-9777.

Immediate Availability for 2 and 3 Bedroom Units
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SOYBEAN MULCH FOR SALE
BAGS or BULK
Works in all your landscaping or garden needs.
RATZLAFF SOYBEAN MULCH HENDERSON, NE
402-723-4255 or 402-366-3570

Hospital Cook **\$3,000 SIGN-ON BONUS**
Full-time Position
An equal opportunity employer.

Do you have a knack for great customer service? Work in an environment where you will feel appreciated! Make the leap to healthcare food service. Our training and staff make the transition easy!

- **NEW** Competitive Pay Scale including higher weekend/evening wage
- Paid Vacation
- 401k Retirement Plan w/percentage match
- Benefits including Health/Dental/Vision Insurance and Employee Discounts
- Employee Recognition Program
- Flexible Scheduling, shifts end by 7:00 pm



Apply online at YorkGeneral.org
YORK GENERAL
ALSO HIRING: Dietary Aides
2222 N. Lincoln Ave., York, NE | Call 402-362-0479

**SPECIAL MEETING
CITY COUNCIL – YORK, NEBRAKSA
August 25, 2022
5:30 PM 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 5:30 o'clock p.m. at the Council Chambers.

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

Mayor: Barry Redfern, Present. Councilmembers: Matt Wagner: Absent, Tony North: Present, Jerry Wilkinson: Present, Sheila Hubbard: Present, Jeff Pieper: Present, Christi Lones: Present, Scott Van Esch: Present, Jennifer Sheppard: Present.

Notice of this meeting was given in advance thereof by publication in the York News Times on August 18, 2022, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Minutes

Motion to approve the minutes of the August 18, 2022 meeting. Ayes with a motion by Jerry Wilkinson and a second by Sheila Hubbard. Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Public Hearing on the 2022-2023 Budget

The Mayor announced that this is the time and place for a public hearing on the proposed 2022-2023 budget. The City Administrator discussed the budget process and budget highlights stating that the property tax levy will decrease by \$.02. She outlined the one-time investments: Peyton Parker Lane Playground Infrastructure, Pedestrian Trails-Crossings, Senior Center HVAC, Storm Water Collection and the Fun City Play structure. Capital highlights moving into this budget year are library improvements, the major road project and Blackburn bridge and the continued construction of the new landfill cell. Also presented was the revenue and expenditures for tax-supported funds for 2022-2023. No one from the public addressed the Council. The Mayor closed the public hearing and announced that the budget would be adopted at the September 1, 2022 meeting.

Adjournment

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

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	29,888.69	N		
01-00010	GALE	4	167.95	N		
01-00090	THE HOME DEPOT PRO	1	145.44	N		
01-00110	MATHESON TRI-GAS	2	327.65	N		
01-00120	JACKSON SERVICES INC	7	435.35	N		
01-00200	NEBRASKA MACHINERY CO	1	1,096.26	N		
01-00290	NORTH PRINTING & OFFICE S	18	1,811.29	N		
01-00300	BLACK HILLS ENERGY	12	1,560.90	N		
01-00340	BOUND TREE MEDICAL LLC	8	3,321.42	N		
01-00360	CITY OF YORK	1	25,000.00	N		
01-00370	CRESCENT ELECTRIC SUPPLY	1	660.33	N		
01-00540	GLOBAL TECH, INC.	4	5,728.79	N		
01-00570	GENERAL FIRE & SAFETY	1	32.50	N		
01-00630	MUNICIPAL SUPPLY OF NE	2	2,458.67	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	12,529.93	N		
01-00650	NE LAW ENFORCEMENT TRAIN	1	165.00	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00710	OVERLAND SAND & GRAVEL	4	9,991.33	N		
01-00780	PRESTO X COMPANY	1	61.00	N		
01-00800	BURST, LLC	14	660.19	N		
01-00911	CORNERSTONE INS GROUP	1	50.00	N		
01-01090	BAKER & TAYLOR, INC	3	1,824.67	N		
01-01290	GRAND CENTRAL FOODS, INC.	3	109.96	N		
01-01460	PERENNIAL POWER	1	13,788.73	N		
01-01510	HACH CO.	1	80.29	N		
01-01650	UNION BANK	1	31.00	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	2,235.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-02040	YORK NEWS-TIMES	1	229.99	N		
01-02060	NE DEPT OF ENVIRONMENT &	2	16,954.14	N		
01-02230	MCCORMICK HEATING & AC	1	121.25	N		
01-02250	MILLER SEED & SUPPLY CO	11	511.37	N		
01-02500	YORK FARM SUPPLYLLC	2	42.40	N		
01-02590	ADOPT A PET	1	2,500.00	N		
01-02620	LEAGUE OF NEBRASKA MUNICI	1	25,356.00	N		
01-02650	O'REILLY AUTO PARTS	1	4.99	N		
01-03240	YORK COUNTY DEVELOPMENT C	1	7,500.00	N		
01-03260	HOMETOWN LEASING	3	205.69	N		
01-0357	BRETT SORENSEN	1	61.06	N		
01-03590	PENNER'S TIRE & AUTO	7	3,402.68	N		
01-03930	YORK CHAMBER OF COMMERCE	1	2,083.34	N		
01-04110	BNSF RAILWAY COMPANY	1	1,710.91	N		
01-04580	DEMCO	1	472.92	N		
01-05310	SAPP BROTHERS PETROLEUM,	3	4,701.77	N		
01-05690	GENERAL TRAFFICCONTROLS,	1	425.00	N		
01-06160	DELL MARKETING L.P.	1	2,220.18	N		
01-06800	NSVFA	3	1,038.00	N		
01-07330	PUSH PEDAL PULL	1	420.38	N		
01-07870	CUMMINS CENTRAL POWER, LL	1	35,607.76	N		
01-08530	EYECARE ASSOCIATES	1	149.00	Y		
01-08950	PIZZA HUT	1	1,820.07	N		
01-09090	WINDSTREAM	4	1,023.69	N		
01-1	MISCELLANEOUS VENDOR	2	137.00	N		
01-10130	STATE FIRE MARSHAL TRAINI	1	50.00	N		
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-10840	TOTAL ADMINISTRATIVE SERV	1	252.08	N		
01-11010	VERIZON	1	1,196.26	N		
01-11020	CENTRAL COMM COLLEGE	1	1,021.00	N		
01-11190	MEAD LUMBER & RENTAL	1	97.99	N		
01-11220	PAUL DAVIS RESTORATION &	1	110.00	N		
01-11670	STEVE HOLMES	1	75.00	Y		
01-12820	JONES & BARTLETT PUBLISHE	1	403.86	N		
01-14410	LINCOLN WINWATERWORKS	2	271.30	N		
01-14470	FARMERS COOPERATIVE	1	81.00	N		
01-14850	CHEREE FOLTS	1	40.00	N		
01-14880	ALFRED BENESCH & CO	4	96,513.79	N		
01-15060	JONES AUTOMOTIVE INC	1	395.00	Y		
01-15670	HOA SOLUTIONS INC	2	3,762.96	N		
01-15880	CHARLIE'S U-SAVE RX	4	321.81	N		
01-15900	ARAMARK UNIFORM SERVICE	3	366.71	N		
01-15930	STERICYCLE INC	1	417.80	N		
01-15940	MED-TECH RESOURCE INC	1	1,332.62	N		
01-16290	MICHAELA STUHR	1	252.16	N		
01-16900	AQUA-CHEM INC	3	4,986.58	N		
01-17470	COAST TO COAST	1	993.73	N		
01-17590	TLS CONSTRUCTION LLC	1	45,362.97	N		
01-17960	WILLIAM LUNDY	1	125.00	Y		
01-18120	TERRI CARLSON	3	331.00	N		
01-18280	HIGHLAND PRODUCTS GROUP L	1	955.00	N		
01-18410	REGIONAL CARE INC	1	37,995.01	N		
01-19450	GERHOLD CONCRETE CO INC	1	2,463.42	N		
01-19940	OVERDRIVE INC	2	1,330.66	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-20170	AMAZON	1	38.44	N		
01-21150	ALL SAFE INDUSTRIES	1	961.36	N		
01-21320	CULLIGAN	1	15.00	N		
01-21420	TRANE US INC	1	265.50	N		
01-21570	CHESTERMAN CO	1	134.85	N		
01-22630	SUNSET LAWENFORCEMENT	1	860.50	N		
01-22700	SPECTRUM BUSINESS	1	1,059.09	N		
01-22790	SITE ONE LANDSCAPE SUPPLY	1	1,904.65	N		
01-23350	YORK PUBLIC SCHOOLS	1	150.00	N		
01-23480	NE SOCIETY OF ASSOCIATION	1	125.00	N		
01-23820	MACQUEEN EMERGENCY GROUP	2	8,514.06	N		
01-24000	SANDRY FIRE SUPPLY LLC	1	1,670.00	N		
01-24120	FIRESPRING	1	160.00	N		
01-25080	DEARBORN NATIONAL-VOLFIR	1	456.00	N		
01-25520	GREAT PLAINS UNIFORMS LLC	1	785.33	N		
01-25650	CARDMEMBER SERVICE	1	6,287.29	N		
01-26010	SOARIN GROUP	1	754.50	N		
01-26290	THE BPAD GROUP INC	2	430.00	N		
01-26760	CENTRAL STATES LEEDS	1	450.00	N		
01-26980	PATINA STUDIOS	1	695.52	N		
01-27180	RILEY FRIESEN	1	53.16	N		
01-27210	MIDWEST AUTO PARTS INC.	3	302.04	N		
01-27320	LEVANDERS BODY SHOP	1	361.54	N		
01-27400	WY-AD ENTERPRISES LLC	1	26,848.62	Y		
01-27410	SAYLER SCREENPRINTING	1	108.25	N		
01-27990	HANS JOHNSON	1	125.00	Y		
01-28030	JACOB STUTZMAN	2	864.16	Y		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-28200	BRANDON MOUNT	1	76.97	N		
01-28230	STANDARD INS CO	1	2,956.09	N		
01-28380	FREEDOMREPAIR & MOTORSP	2	3,880.92	N		
01-28530	JOE TROUTMAN	1	20.00	N		
01-28540	AMAZON BUSINESS	9	973.14	N		
01-28820	MEGHAN SALSBUY	1	1,000.00	N		
01-29300	CIPA FILTER	1	1,448.20	N		
01-29310	YORK COUNTY 4-H COUNCIL	1	788.24	N		
01-29320	DALLAS BRUNNING	1	213.96	N		
01-29330	COLONIAL RESEARCH	1	561.55	N		
01-29350	WARD DIESEL FILTER SYSTEM	1	10,790.56	N		
*** REPORT TOTALS ***		246	502,999.46			
		Payroll	138,564.64			
		Totals	641,564.10			

SELECTION CRITERIA

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

TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 8/19/2022 THRU 9/01/2022	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

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



2022-2023

**Annual
Appropriations
Bill**

DRAFT

**2022-2023
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

City of York
TO THE COUNTY BOARD AND COUNTY CLERK OF
York County

This budget is for the Period October 1, 2022 through September 30, 2023

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

\$ 1,983,244.00	Property Taxes for Non-Bond Purposes
	Principal and Interest on Bonds
\$ 1,983,244.00	Total Personal and Real Property Tax Required

Projected Outstanding Bonded Indebtedness as of October 1, 2022
(As of the Beginning of the Budget Year)

Principal	\$ 27,820,000.00
Interest	\$ 2,812,577.50
Total Bonded Indebtedness	\$ 30,632,577.50

\$ 639,756,195 **Total Certified Valuation (All Counties)**
(Certification of Valuation(s) from County Assessor **MUST** be attached)

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2021 through June 30, 2022?

YES NO

If YES, Please submit Interlocal Agreement Report by September 30th.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2021 through June 30, 2022?

YES NO

If YES, Please submit Trade Name Report by September 30th.

APA Contact Information

Auditor of Public Accounts
State Capitol, Suite 2303
Lincoln, NE 68509

Telephone: (402) 471-2111 **FAX:** (402) 471-3301

Website: auditors.nebraska.gov

Questions - E-Mail: Jeff.Schreier@nebraska.gov

Submission Information

Budget Due by 9-30-2022

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

City of York in York County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2020 - 2021 (Column 1)	Actual/Estimated 2021 - 2022 (Column 2)	Adopted Budget 2022 - 2023 (Column 3)
1	Net Cash Balance	\$ 5,179,080.28	\$ 8,230,481.00	\$ 9,607,198.00
2	Investments	\$ 19,159,096.03	\$ 22,174,621.00	\$ 27,334,649.00
3	County Treasurer's Balance	\$ 52,408.69	\$ 88,671.00	\$ 50,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 24,390,585.00	\$ 30,493,773.00	\$ 36,991,847.00
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 1,791,068.00	\$ 1,971,105.00	\$ 1,963,607.92
7	Federal Receipts	\$ 948,851.00	\$ 854,949.00	\$ 670,500.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 4,157.00	\$ 4,780.00	\$ 4,000.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 1,122,191.00	\$ 993,419.00	\$ 1,146,903.00
11	State Receipts: Motor Vehicle Fee	\$ 76,210.00	\$ 72,000.00	\$ 72,000.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 46,975.00	\$ 116,460.00	\$ 111,255.00
14	State Receipts: Other			
15	State Receipts: Property Tax Credit	\$ 98,023.00	\$ 101,714.00	
16	Local Receipts: Nameplate Capacity Tax			
17	Local Receipts: Motor Vehicle Tax	\$ 216,083.00	\$ 202,389.00	\$ 220,000.00
18	Local Receipts: Local Option Sales Tax	\$ 5,521,107.00	\$ 5,810,468.00	\$ 5,731,550.00
19	Local Receipts: In Lieu of Tax	\$ 129,252.00	\$ 128,309.00	\$ 125,000.00
20	Local Receipts: Other	\$ 35,555,487.00	\$ 24,571,770.00	\$ 25,699,071.00
21	Transfers In of Surplus Fees			
22	Transfers In Other Than Surplus Fees	\$ 6,956,697.00	\$ 8,538,526.00	\$ 12,076,953.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 76,856,686.00	\$ 73,859,662.00	\$ 84,812,686.92
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 46,362,913.00	\$ 36,867,815.00	\$ 63,011,993.00
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 30,493,773.00	\$ 36,991,847.00	\$ 21,800,693.92
27	Cash Reserve Percentage			85%
PROPERTY TAX RECAP		Tax from Line 6		\$ 1,963,607.92
		County Treasurer Commission at 1%		\$ 19,636.08
		Total Property Tax Requirement		\$ 1,983,244.00

City of York in York County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:	Property Tax Request
General Fund	\$ 1,983,244.00
Bond Fund	\$ -
_____ Fund	
_____ Fund	
Total Tax Request	** \$ 1,983,244.00

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount
American Rescue Plan (ARPA) Funds	\$ 1,092,522.00
Enterprise Funds	\$ 12,009,932.00
Fire Station Sinking Fund	\$ 500,000.00
Total Special Reserve Funds	\$ 13,602,454.00
Total Cash Reserve	\$ 21,800,693.92
Remaining Cash Reserve	\$ 8,198,239.92
Remaining Cash Reserve %	32%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

City of York in York County

Line No.	2022-2023 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,871,617.00	\$ 10,030,000.00	\$ 27,000.00			\$ 11,645,010.00	\$ 24,573,627.00
3	Public Safety - Police and Fire	\$ 5,457,129.00	\$ 15,000.00	\$ 712,500.00				\$ 6,184,629.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 2,148,038.00	\$ 5,310,000.00	\$ 271,500.00	\$ 1,180,538.00		\$ 162,183.00	\$ 9,072,259.00
6	Public Works - Other	\$ 492,628.00	\$ 370,000.00	\$ 26,000.00				\$ 888,628.00
7	Public Health and Social Services							\$ -
8	Culture and Recreation	\$ 3,747,982.00	\$ 999,260.00	\$ 372,253.00				\$ 5,119,495.00
9	Community Development	\$ 1,731,498.00	\$ 2,083,508.00		\$ 1,078,657.00		\$ 269,760.00	\$ 5,163,423.00
10	Miscellaneous							\$ -
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 1,120,603.00	\$ 3,664,179.00	\$ 75,000.00	\$ 469,803.00			\$ 5,329,585.00
17	Transportation							\$ -
18	Wastewater	\$ 1,563,737.00	\$ 240,000.00	\$ 20,000.00	\$ 1,414,844.00			\$ 3,238,581.00
19	Water	\$ 1,699,402.00	\$ 960,000.00	\$ 78,000.00	\$ 704,364.00			\$ 3,441,766.00
20	Other							\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 20,832,634.00	\$ 23,671,947.00	\$ 1,582,253.00	\$ 4,848,206.00	\$ -	\$ 12,076,953.00	\$ 63,011,993.00

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of York in York County

Line No.	2021-2022 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,647,017.00		\$ 36,198.00			\$ 8,532,273.00	\$ 11,215,488.00
3	Public Safety - Police and Fire	\$ 4,210,561.00	\$ 21,302.00	\$ 186,617.00				\$ 4,418,480.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 1,553,491.00	\$ 2,361,493.00	\$ 169,953.00	\$ 631,347.00		\$ 6,253.00	\$ 4,722,537.00
6	Public Works - Other	\$ 499,322.00	\$ -	\$ 11,125.00				\$ 510,447.00
7	Public Health and Social Services							\$ -
8	Culture and Recreation	\$ 2,698,504.00	\$ 1,013,166.00	\$ 155,257.00				\$ 3,866,927.00
9	Community Development	\$ 605,519.00	\$ 683,619.00		\$ 500,286.00			\$ 1,789,424.00
10	Miscellaneous							\$ -
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 885,089.00	\$ 3,550,357.00	\$ 928,600.00	\$ 141,115.00			\$ 5,505,161.00
17	Transportation							\$ -
18	Wastewater	\$ 1,216,547.00	\$ 145,000.00	\$ 21,500.00	\$ 1,414,880.00			\$ 2,797,927.00
19	Water	\$ 959,010.00	\$ 290,000.00	\$ 92,000.00	\$ 700,414.00			\$ 2,041,424.00
20	Other							\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 15,275,060.00	\$ 8,064,937.00	\$ 1,601,250.00	\$ 3,388,042.00	\$ -	\$ 8,538,526.00	\$ 36,867,815.00

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of York in York County

Line No.	2020-2021 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,018,905.00		\$ 20,257.00			\$ 6,436,697.00	\$ 8,475,859.00
3	Public Safety - Police and Fire	\$ 3,963,978.00		\$ 79,177.00				\$ 4,043,155.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 1,583,317.00	\$ 633,615.00	\$ 127,469.00	\$ 3,536,397.00			\$ 5,880,798.00
6	Public Works - Other	\$ 357,573.00		\$ 35,833.00				\$ 393,406.00
7	Public Health and Social Services							\$ -
8	Culture and Recreation	\$ 2,463,601.00	\$ 4,318,273.00	\$ 51,621.00	\$ 4,141,102.00			\$ 10,974,597.00
9	Community Development	\$ 660,795.00	\$ 31,043.00		\$ 8,570,267.00		\$ 520,000.00	\$ 9,782,105.00
10	Miscellaneous							\$ -
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 1,649,785.00	\$ 54,800.00	\$ 207,185.00				\$ 1,911,770.00
17	Transportation							\$ -
18	Wastewater	\$ 1,114,264.00		\$ 188,630.00	\$ 1,332,425.00			\$ 2,635,319.00
19	Water	\$ 1,097,119.00	\$ 284,031.00	\$ 5,430.00	\$ 879,324.00			\$ 2,265,904.00
20	Other							\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 14,909,337.00	\$ 5,321,762.00	\$ 715,602.00	\$ 18,459,515.00	\$ -	\$ 6,956,697.00	\$ 46,362,913.00

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	CITY OF YORK
ADDRESS	P.O. BOX 276
CITY & ZIP CODE	YORK, 68467
TELEPHONE	402-363-2600
WEBSITE	www.cityofyork.net

	<u>BOARD CHAIRPERSON</u>	<u>CLERK/TREASURER/SUPERINTENDENT/OTHER</u>	<u>PREPARER</u>
NAME	Jeff Peiper	Amanda Ring	Pellie Thomas
TITLE /FIRM NAME	Chairperson	Clerk	Treasurer
TELEPHONE	402-366-3598	402-363-2600	402-363-2600
EMAIL ADDRESS	cessnaflyerjeff@gmail.com	aring@cityofyork.net	pthomas@cityofyork.net

For Questions on this form, who should we contact (please one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

City of York in York County

2022-2023 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$ 1,983,244.00
Motor Vehicle Pro-Rate	(2)	\$ 4,000.00
In-Lieu of Tax Payments	(3)	\$ 125,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.		
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))	(4)	\$ 2,060,000.00
LESS: Amount Spent During 2021-2022	(5)	\$ 1,894,659.00
LESS: Amount Expected to be Spent in Future Budget Years	(6)	\$ 165,341.00
Amount to be included as Restricted Funds (<u>Cannot Be A Negative Number</u>)	(7)	\$ -
Motor Vehicle Tax	(8)	\$ 220,000.00
Local Option Sales Tax	(9)	\$ 5,731,550.00
Transfers of Surplus Fees	(10)	\$ -
Highway Allocation and Incentives	(11)	\$ 1,146,903.00
	(12)	_____
Motor Vehicle Fee	(13)	\$ 72,000.00
Municipal Equalization Fund	(14)	\$ 111,255.00
Insurance Premium Tax	(15)	\$ -
Nameplate Capacity Tax	(15a)	\$ -
	(16)	_____
TOTAL RESTRICTED FUNDS (A)	(16)	\$ 9,393,952.00

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)	(17)	\$ 165,341.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)		
Agrees to Line (6).	(18)	\$ 165,341.00
Allowable Capital Improvements	(19)	\$ -
Bonded Indebtedness	(20)	\$ 2,163,850.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)	_____
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$ 811,102.00
Public Safety Communication Project (Statute 86-416)	(23)	_____
Benefits Paid Under the Firefighter Cancer Benefits Act	(23a)	_____
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)	_____
Judgments	(25)	_____
Refund of Property Taxes to Taxpayers	(26)	_____
Repairs to Infrastructure Damaged by a Natural Disaster	(27)	_____
	(28)	_____
TOTAL LID EXCEPTIONS (B)	(28)	\$ 2,974,952.00

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$ 6,419,000.00
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	

*Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.*

City of York
IN
York County

LID COMPUTATION FORM FOR FISCAL YEAR 2022-2023

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 6,863,904.51
Option 1 - (Line 1)

OPTION 2

Only use if a vote was taken at a townhall meeting to exceed Lid for one year

Line (1) of Prior Year Lid Computation Form Option 2 - (A)

Allowable Percent Increase **Less** Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5)) Option 2 - (B) %

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) -

Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (C) Option 2 - (C)
Option 2 - (Line 1)

CURRENT YEAR ALLOWABLE INCREASES

1 BASE LIMITATION PERCENT INCREASE (2.5%) 2.50 %
(2)

2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% - %
(3)

$\frac{7,800,799.00}{2022 \text{ Growth per Assessor}} \div \frac{603,277,494.00}{2021 \text{ Valuation}} = \frac{1.29}{\text{Multiply times 100 To get \%}}$

3 ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE - %
(4)

$\frac{\# \text{ of Board Members voting "Yes" for Increase}}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{0.00}{\text{Must be at least 75\% (.75) of the Governing Body}}$

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE %
(5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 2.50 %
(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 171,597.61
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 7,035,502.12
(8)

Less: Restricted Funds from Lid Supporting Schedule 6,419,000.00
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 616,502.12
(10)

LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.

City of York in York County

2022-2023 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement	Amount Budgeted
Mincks Park Infrastructure	\$ 165,341.00

Total - Must agree to Line 17 on Lid Support Page 8

\$ 165,341.00

Municipality Levy Limit Form

City of York in York County

Municipality Levy

Personal and Real Property Tax Request	(1)		1,983,244.00	
Judgments (Not Paid by Liability Insurance)	(2)	0.00		
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00		
Bonded Indebtedness	(4)	0.00		
Interest Free Financing (Public Airports)	(5)	0.00		
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00		
Total Levy Exemptions	(7)		0.00	
Tax Request Subject to Levy Limit	(8)		1,983,244.00	
Valuation	(9)		639,756,195	
Municipality Levy Subject to Levy Authority	(10)		0.310000	
Levy Authority Allocated to Others-				
Airport Authority	(11)		0.000000	
Community Redevelopment Authority	(12)		0.000000	
Transit Authority	(13)		0.000000	
Off Street Parking District Valuation	(14)			
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000	
Other	(16)		0.000000	
Total Levy for Compliance Purposes	(17)		0.310000	(A)

Levy Authority

Municipality Levy Limit	(18)		0.450000	
Municipality property taxes designated for interlocal agreements	(19)		0.000000	
Total Municipality Levy Authority	(20)		0.450000	(B)
Voter Approved Levy Override	(21)		0.000000	(C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted. Please refer to the statutes to ensure all requirements are met.

2022-2023 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 1,990,816.00
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{8,029,274.00}{2022 \text{ Real Growth Value per Assessor}} \div \frac{564,278,988.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{1.42} \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 3.42 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 68,085.91

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 2,058,901.91

ACTUAL PROPERTY TAX REQUEST

2022-2023 ACTUAL Total Property Tax Request (7) \$ 1,983,244.00
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request is within allowable growth percentage. Political subdivision is NOT required to complete postcard notification requirements, or participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your proposed property tax request and telephone number to the County Clerk by September 5th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of York
IN
York County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 25 day of August 2022, at 5:30 o'clock P.M., at the Municipal Building for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2020-2021 Actual Disbursements & Transfers	\$ 46,362,913.00
2021-2022 Actual/Estimated Disbursements & Transfers	\$ 36,867,815.00
2022-2023 Proposed Budget of Disbursements & Transfers	\$ 63,011,993.00
2022-2023 Necessary Cash Reserve	\$ 21,800,693.92
2022-2023 Total Resources Available	\$ 84,812,686.92
Total 2022-2023 Personal & Real Property Tax Requirement	\$ 1,983,244.00
Unused Budget Authority Created For Next Year	\$ 1,267,435.12

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 1,983,244.00
Personal and Real Property Tax Required for Bonds	\$ -

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 1 day of September 2022, at 7:00 o'clock P.M., at the Municipal Building for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2021	2022	Change
Operating Budget	45,174,079.00	63,011,993.00	39%
Property Tax Request	\$ 1,990,816.00	\$ 1,983,244.00	0%
Valuation	603,277,494	639,756,195	6%
Tax Rate	0.330000	0.310000	-6%
Tax Rate if Prior Tax Request was at Current Valuation	0.311184		

CERTIFICATION OF TAXABLE VALUE FOR COUNTIES AND CITIES

TAX YEAR 2022

{certification required on or before August 20th of each year}

To: YORK CITY

TAXABLE VALUE LOCATED IN THE COUNTY OF YORK COUNTY, NE

Name of Political Subdivision	Subdivision Type	Value attributable to Growth	Total Taxable Value	Real Growth Value a	Prior Year Total Real Property Valuation	Real Growth Percentage b
YORK GENERAL	City	\$7,800,799	\$639,756,195	\$7,800,799	\$564,278,988	1.38244%

* Value attributable to growth is determined pursuant to Neb. Rev. Stat. § 13-518 which includes real and personal property and annexation, if applicable.

a) Real Growth Value is determined pursuant to Neb. Rev. Stat. § 77-1631 which includes (i) improvements to real property as a result of new construction and additions to existing buildings, (ii) any other improvements to real property which increase the value of such property, (iii) annexation of real property by the political subdivision, and (iv) a change in the use of real property; and (v) the annual increase in the excess value for any tax increment financing project located in the political subdivision, if applicable.

b) Real Growth Percentage is determined pursuant to Neb. Rev. Stat. § 77-1631 and is equal to the political subdivision's Real Growth Value divided by the political subdivision's total real property valuation from the prior year.

I ANN CHARLTON, York County, NE County Assessor, hereby certify that the valuation listed herein is, to the best of my knowledge and belief, the true and accurate taxable valuation for the current year, pursuant to Neb. Rev. Stat. § 13-509 and § 13-518.

Ann Charlton

(signature of county assessor)

08/12/2022

(date)

CC: County Clerk, York County, NE County

CC: County Clerk where district is headquartered, if different county, York County, NE County

Note to Political Subdivision: A copy of the Certification of Value must be attached to the budget document.

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (August 2021)

*Increase
Real growth value
328475 by amount of annexation
growth.*

**CERTIFICATION OF TAXABLE VALUE FOR COMMUNITY REDEVELOPMENT PROJECTS OR TAX INCREMENT FINANCING PROJECTS
(TIF) BASE AND EXCESS VALUE**

TAX YEAR 2022
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

TIF BASE & EXCESS VALUE LOCATED IN THE CITY OF YORK CIT,
LOCATED IN THE COUNTY OF YORK COUNTY, NE

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
YORKREDEVL3LEVANDER	\$24,605	\$447,294

I ANN CHARLTON, York County, NE County Assessor, hereby certify that the valuations listed herein is, to the best of my knowledge and belief, the true and accurate BASE VALUE and EXCESS VALUE for the Community Redevelopment/Tax Increment Financing Projects (TIF) for the current year, pursuant to Neb. Rev. Stat. § 18-2148, § 18-2149, and § 13-509.



(signature of county assessor)

08/12/2022

(date)

CC: County Clerk, York County, NE County
County Treasurer, York County, NE County

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (August 2021)

**CERTIFICATION OF TAXABLE VALUE FOR COMMUNITY REDEVELOPMENT PROJECTS OR TAX INCREMENT FINANCING PROJECTS
(TIF) BASE AND EXCESS VALUE**

TAX YEAR 2022
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

TIF BASE & EXCESS VALUE LOCATED IN THE CITY OF YORK CIT,
LOCATED IN THE COUNTY OF YORK COUNTY, NE

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
YORK BeavCrkProd	\$210,738	\$485,399

I ANN CHARLTON, York County, NE County Assessor, hereby certify that the valuations listed herein is, to the best of my knowledge and belief, the true and accurate BASE VALUE and EXCESS VALUE for the Community Redevelopment/Tax Increment Financing Projects (TIF) for the current year, pursuant to Neb. Rev. Stat. § 18-2148, § 18-2149, and § 13-509.



(signature of county assessor)

08/12/2022

(date)

CC: County Clerk, York County, NE County
County Treasurer, York County, NE County

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (August 2021)

**CERTIFICATION OF TAXABLE VALUE FOR COMMUNITY REDEVELOPMENT PROJECTS OR TAX INCREMENT FINANCING PROJECTS
(TIF) BASE AND EXCESS VALUE**

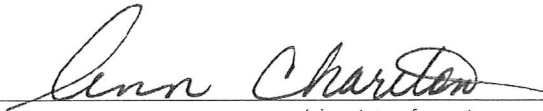
TAX YEAR 2022
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

TIF BASE & EXCESS VALUE LOCATED IN THE CITY OF YORK CIT,
LOCATED IN THE COUNTY OF YORK COUNTY, NE

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
CRA YORK-NUTRITION SERVICE	\$187,687	\$2,184,282

I ANN CHARLTON, York County, NE County Assessor, hereby certify that the valuations listed herein is, to the best of my knowledge and belief, the true and accurate BASE VALUE and EXCESS VALUE for the Community Redevelopment/Tax Increment Financing Projects (TIF) for the current year, pursuant to Neb. Rev. Stat. § 18-2148, § 18-2149, and § 13-509.



(signature of county assessor)

08/12/2022

(date)

CC: County Clerk, York County, NE County
County Treasurer, York County, NE County

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (August 2021)

**CERTIFICATION OF TAXABLE VALUE FOR COMMUNITY REDEVELOPMENT PROJECTS OR TAX INCREMENT FINANCING PROJECTS
(TIF) BASE AND EXCESS VALUE**

TAX YEAR 2022
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

TIF BASE & EXCESS VALUE LOCATED IN THE CITY OF YORK CIT,
LOCATED IN THE COUNTY OF YORK COUNTY, NE

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
YORKREDEVEL BUKASKEBUILD	\$46,270	\$376,853

I ANN CHARLTON, York County, NE County Assessor, hereby certify that the valuations listed herein is, to the best of my knowledge and belief, the true and accurate BASE VALUE and EXCESS VALUE for the Community Redevelopment/Tax Increment Financing Projects (TIF) for the current year, pursuant to Neb. Rev. Stat. § 18-2148, § 18-2149, and § 13-509.



(signature of county assessor)

08/12/2022

(date)

CC: County Clerk, York County, NE County
County Treasurer, York County, NE County

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (August 2021)

**CERTIFICATION OF TAXABLE VALUE FOR COMMUNITY REDEVELOPMENT PROJECTS OR TAX INCREMENT FINANCING PROJECTS
(TIF) BASE AND EXCESS VALUE**

TAX YEAR 2022
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

TIF BASE & EXCESS VALUE LOCATED IN THE CITY OF YORK CIT,
LOCATED IN THE COUNTY OF YORK COUNTY, NE

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
YORK CREEKSIDEAPTS	\$81,225	\$4,085,664

I ANN CHARLTON, York County, NE County Assessor, hereby certify that the valuations listed herein is, to the best of my knowledge and belief, the true and accurate BASE VALUE and EXCESS VALUE for the Community Redevelopment/Tax Increment Financing Projects (TIF) for the current year, pursuant to Neb. Rev. Stat. § 18-2148, § 18-2149, and § 13-509.



(signature of county assessor)

08/12/2022

(date)

CC: County Clerk, York County, NE County
County Treasurer, York County, NE County

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (August 2021)

RESOLUTION NO. 2022-19

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.

PASSED AND APPROVED THIS 1st day of September, 2022.

Barry Redfern, Mayor

Attest:

Amanda Ring, City Clerk

Councilmember _____ moved and Councilmember _____ seconded that Resolution 2022-19 be approved.

Ayes: _____

Nays: _____

RESOLUTION NO. 2022-18

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that Governing Body of the City of York pass 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 2022-2023 property tax request be set
 General Fund: \$ 1,983,244.00
 Bond Fund: \$ 0.00
- 2) The total assessed value of property differs from last year's total assessed value by 6.05 percent.
- 3)The tax rate which would levy the same amount of property taxes as last year, when multiplied by new total assessed value of property, would be \$0.311184 per \$100 of assessed value.
- 4)The City of York proposed to adopt a property tax request that will cause its tax rate to be 0.31of \$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 39.49 percent.
- 6) A copy of this resolution will be certified and forwarded to the County Clerk on or before October 15, 2022.

PASSED AND APPROVED THIS 1st day of September, 2022.

Amanda Ring, City Clerk

Barry Redfern, Mayor

Councilmember _____ moved and Councilmember _____ seconded that Resolution 2022-18 be approved.

Ayes: _____

Nays: _____

ORDINANCE NO. 2335

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

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

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

Section 2. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2022 through September 20, 2023. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of York, Nebraska. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of York County, Nebraska, for use by the levying authority.

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

PASSED AND APPROVED this 1st day of September, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2334

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

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

Section 1.

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

- (a) Usage Charge per 100 cubic feet \$2.12
- Usage Charge over 1,000,000 cubic feet \$2.57
- (b) The bi-monthly rates to be charged to users shall be determined by meter size, as follows:
- | | |
|-----------------------|------------|
| Minimum per household | \$55.50 |
| 5/8 and 3/4 inch | \$55.50 |
| 1 inch | \$89.14 |
| 1 ½ inch | \$232.62 |
| 2 inch | \$394.25 |
| 3 inch | \$805.08 |
| 4 inch | \$1,489.30 |
| 6 inch | \$2,904.59 |

The balance of said section to remain unchanged.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED by the York City Council this 1st day of September, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

RESOLUTION NO. 2022-17

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 26, 2022, pursuant to authority granted in Ordinance No. 2336 of the City of York. BE IT FURTHER RESOLVED that the 2022-2023 Budget include funds required to defray these salary adjustments.

Title	Pay Grade	Title	Pay Grade	
	Airport Attendant	36.0	Library Assistant I	30.0
*	Airport Operations Manager	45.5	Library Assistant II	35.0
*	Asset Manager/Planning Director	45.5	Library Assistant III	35.5
	Assistant City Clerk/Treasurer	39.5	* Library Director	47.5
	Ballfield Complex Maint. Supr.	40.0	Maintenance Worker I	35.0
	Building Inspector	43.5	Maintenance Worker II	36.0
*	City Administrator	60.0	Maintenance Worker III	37.5
*	City Attorney – Part Time	44.0	Museum Complex Coordinator	36.0
*	City Clerk	48.5	* Parks & Recreation Director	50.0
*	City Treasurer	50.5	Plant Operator I – Wastewater	38.5
	Convention Center Coordinator	34.0	Plant Operator II – Wastewater	41.0
*	Convention Center Director	47.0	Plant Operator III – Wastewater	43.5
	Custodian I	30.5	Plant Superintendent – Wastewater	46.5
	Custodian II	34.5	* Police Captain	49.5
	Custodian Supervisor	36.0	* Police Chief	52.0
	Equipment Mechanic	42.0	Police Officer	P-1
	Fire Captain	F-4	Police Sergeant	P-2
*	Fire Chief	52.0	Public Works Clerk	36.5
	Fire Medic I	F-1	* Public Works Director – Engineer	53.5
	Fire Medic II	F-2	* Public Works Director – Non-Engineer	51.0
	Fire Medic III	F-3	Records Administrator	37.0
	Foreman I	40.0	* Recreation Coordinator	40.5
	Foreman II	42.0	Secretary I	34.0
*	Human Resources Director	50.0	Secretary II	35.5
	Laborer	35.0	Support Services Officer	32.5
	Landfill Clerk	35.0	System Operator I – Water	37.0
	Landfill Operator	37.5	System Operator II – Water	40.0
	Landfill Superintendent	41.5	Utilities Billing Manager	39.5
*	Librarian	35.5	Water Superintendent	46.5

(*denotes exempt employee)

PASSED AND APPROVED THIS 1st day of September, 2022.

Amanda Ring, City Clerk

Barry Redfern, Mayor

ORDINANCE NO. 2336

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

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

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

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

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

PASSED AND APPROVED this 1st day of September, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

CITY OF YORK
2022-2023 PAY SCHEDULES (Effective September 26, 2022)

Pay Grade		<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>
26.0	M	1974.72	2073.46	2177.13	2285.99	2400.29	2520.30	2646.32
	A	23,697	24,882	26,126	27,432	28,803	30,244	31,756
	H	11.393	11.962	12.560	13.188	13.848	14.540	15.267
	B	911.41	956.98	1004.83	1055.07	1107.83	1163.22	1221.38
26.5	M	2026.52	2127.85	2234.24	2345.95	2463.25	2586.41	2715.74
	A	24,318	25,534	26,811	28,151	29,559	31,037	32,589
	H	11.691	12.276	12.890	13.534	14.211	14.922	15.668
	B	935.32	982.08	1031.19	1082.75	1136.89	1193.73	1253.42
27.0	M	2078.32	2182.24	2291.35	2405.92	2526.21	2652.52	2785.15
	A	24,940	26,187	27,496	28,871	30,315	31,830	33,422
	H	11.990	12.590	13.219	13.880	14.574	15.303	16.068
	B	959.23	1007.19	1057.55	1110.42	1165.94	1224.24	1285.45
27.5	M	2129.21	2235.67	2347.46	2464.83	2588.07	2717.48	2853.35
	A	25,551	26,828	28,169	29,578	31,057	32,610	34,240
	H	12.284	12.898	13.543	14.220	14.931	15.678	16.462
	B	982.71	1031.85	1083.44	1137.61	1194.49	1254.22	1316.93
28.0	M	2180.10	2289.11	2403.56	2523.74	2649.93	2782.43	2921.55
	A	26,161	27,469	28,843	30,285	31,799	33,389	35,059
	H	12.578	13.206	13.867	14.560	15.288	16.052	16.855
	B	1006.20	1056.51	1109.34	1164.80	1223.04	1284.20	1348.41
28.5	M	2233.72	2345.41	2462.68	2585.81	2715.10	2850.86	2993.40
	A	26,805	28,145	29,552	31,030	32,581	34,210	35,921
	H	12.887	13.531	14.208	14.918	15.664	16.447	17.270
	B	1030.95	1082.49	1136.62	1193.45	1253.12	1315.78	1381.57
29.0	M	2287.34	2401.70	2521.79	2647.88	2780.27	2919.29	3065.25
	A	27,448	28,820	30,261	31,775	33,363	35,031	36,783
	H	13.196	13.856	14.549	15.276	16.040	16.842	17.684
	B	1055.69	1108.48	1163.90	1222.10	1283.20	1347.36	1414.73
29.5	M	2343.22	2460.39	2583.41	2712.58	2848.20	2990.61	3140.15
	A	28,119	29,525	31,001	32,551	34,178	35,887	37,682
	H	13.519	14.195	14.904	15.649	16.432	17.254	18.116
	B	1081.49	1135.56	1192.34	1251.96	1314.56	1380.28	1449.30
30.0	M	2399.11	2519.07	2645.02	2777.27	2916.14	3061.94	3215.04
	A	28,789	30,229	31,740	33,327	34,994	36,743	38,580
	H	13.841	14.533	15.260	16.023	16.824	17.665	18.548
	B	1107.28	1162.65	1220.78	1281.82	1345.91	1413.20	1483.87
30.5	M	2461.82	2584.91	2714.15	2849.86	2992.35	3141.97	3299.07
	A	29,542	31,019	32,570	34,198	35,908	37,704	39,589
	H	14.203	14.913	15.659	16.442	17.264	18.127	19.033
	B	1136.22	1193.03	1252.69	1315.32	1381.09	1450.14	1522.65

CITY OF YORK
2022-2023 PAY SCHEDULES (Effective September 26, 2022)

Pay Grade		<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>
31.0	M	2524.52	2650.75	2783.28	2922.45	3068.57	3222.00	3383.10
	A	30,294	31,809	33,399	35,069	36,823	38,664	40,597
	H	14.565	15.293	16.057	16.860	17.703	18.588	19.518
	B	1165.16	1223.42	1284.59	1348.82	1416.26	1487.08	1561.43
31.5	M	2588.13	2717.54	2853.42	2996.09	3145.89	3303.19	3468.35
	A	31,058	32,610	34,241	35,953	37,751	39,638	41,620
	H	14.932	15.678	16.462	17.285	18.149	19.057	20.010
	B	1194.52	1254.25	1316.96	1382.81	1451.95	1524.55	1600.78
32.0	M	2651.75	2784.33	2923.55	3069.73	3223.21	3384.38	3553.59
	A	31,821	33,412	35,083	36,837	38,679	40,613	42,643
	H	15.299	16.063	16.867	17.710	18.595	19.525	20.502
	B	1223.88	1285.08	1349.33	1416.80	1487.64	1562.02	1640.12
32.5	M	2712.18	2847.79	2990.18	3139.69	3296.67	3461.50	3634.58
	A	32,546	34,173	35,882	37,676	39,560	41,538	43,615
	H	15.647	16.430	17.251	18.114	19.019	19.970	20.969
	B	1251.77	1314.36	1380.08	1449.09	1521.54	1597.62	1677.50
33.0	M	2772.61	2911.24	3056.80	3209.64	3370.13	3538.63	3715.56
	A	33,271	34,935	36,682	38,516	40,442	42,464	44,587
	H	15.996	16.796	17.635	18.517	19.443	20.415	21.436
	B	1279.67	1343.65	1410.83	1481.37	1555.44	1633.22	1714.88
33.5	M	2840.31	2982.33	3131.45	3288.02	3452.42	3625.04	3806.29
	A	34,084	35,788	37,577	39,456	41,429	43,500	45,676
	H	16.386	17.206	18.066	18.969	19.918	20.914	21.959
	B	1310.91	1376.46	1445.28	1517.55	1593.42	1673.10	1756.75
34.0	M	2908.02	3053.42	3206.09	3366.39	3534.71	3711.45	3897.02
	A	34,896	36,641	38,473	40,397	42,417	44,537	46,764
	H	16.777	17.616	18.497	19.421	20.393	21.412	22.483
	B	1342.16	1409.27	1479.73	1553.72	1631.41	1712.98	1798.62
34.5	M	2979.35	3128.32	3284.74	3448.97	3621.42	3802.49	3992.62
	A	35,752	37,540	39,417	41,388	43,457	45,630	47,911
	H	17.189	18.048	18.950	19.898	20.893	21.937	23.034
	B	1375.09	1443.84	1516.03	1591.83	1671.43	1755.00	1842.75
35.0	M	3050.69	3203.22	3363.39	3531.56	3708.13	3893.54	4088.22
	A	36,608	38,439	40,361	42,379	44,498	46,722	49,059
	H	17.600	18.480	19.404	20.374	21.393	22.463	23.586
	B	1408.01	1478.41	1552.33	1629.95	1711.45	1797.02	1886.87
35.5	M	3124.30	3280.51	3444.54	3616.77	3797.61	3987.49	4186.86
	A	37,492	39,366	41,334	43,401	45,571	47,850	50,242
	H	18.025	18.926	19.872	20.866	21.909	23.005	24.155
	B	1441.98	1514.08	1589.79	1669.28	1752.74	1840.38	1932.40

CITY OF YORK
2022-2023 PAY SCHEDULES (Effective September 26, 2022)

Pay Grade		<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>
36.0	M	3197.91	3357.80	3525.69	3701.98	3887.08	4081.43	4285.50
	A	38,375	40,294	42,308	44,424	46,645	48,977	51,426
	H	18.449	19.372	20.341	21.358	22.425	23.547	24.724
	B	1475.96	1549.76	1627.24	1708.61	1794.04	1883.74	1977.92
36.5	M	3275.61	3439.39	3611.36	3791.92	3981.52	4180.60	4389.63
	A	39,307	41,273	43,336	45,503	47,778	50,167	52,676
	H	18.898	19.843	20.835	21.876	22.970	24.119	25.325
	B	1511.82	1587.41	1666.78	1750.12	1837.63	1929.51	2025.98
37.0	M	3353.31	3520.97	3697.02	3881.87	4075.96	4279.76	4493.75
	A	40,240	42,252	44,364	46,582	48,912	51,357	53,925
	H	19.346	20.313	21.329	22.395	23.515	24.691	25.925
	B	1547.68	1625.06	1706.32	1791.63	1881.21	1975.27	2074.04
37.5	M	3437.82	3609.71	3790.20	3979.71	4178.69	4387.63	4607.01
	A	41,254	43,317	45,482	47,756	50,144	52,652	55,284
	H	19.834	20.825	21.867	22.960	24.108	25.313	26.579
	B	1586.69	1666.02	1749.32	1836.79	1928.63	2025.06	2126.31
38.0	M	3522.33	3698.45	3883.37	4077.54	4281.42	4495.49	4720.26
	A	42,268	44,381	46,600	48,931	51,377	53,946	56,643
	H	20.321	21.337	22.404	23.524	24.700	25.936	27.232
	B	1625.69	1706.98	1792.33	1881.94	1976.04	2074.84	2178.58
38.5	M	3610.48	3791.01	3980.56	4179.59	4388.57	4607.99	4838.39
	A	43,326	45,492	47,767	50,155	52,663	55,296	58,061
	H	20.830	21.871	22.965	24.113	25.319	26.585	27.914
	B	1666.38	1749.70	1837.18	1929.04	2025.49	2126.77	2233.10
39.0	M	3698.63	3883.56	4077.74	4281.63	4495.71	4720.50	4956.52
	A	44,384	46,603	48,933	51,380	53,949	56,646	59,478
	H	21.338	22.405	23.525	24.702	25.937	27.234	28.595
	B	1707.06	1792.41	1882.03	1976.14	2074.94	2178.69	2287.63
39.5	M	3785.42	3974.69	4173.42	4382.10	4601.20	4831.26	5072.82
	A	45,425	47,696	50,081	52,585	55,214	57,975	60,874
	H	21.839	22.931	24.077	25.281	26.545	27.873	29.266
	B	1747.12	1834.47	1926.20	2022.51	2123.63	2229.81	2341.30
40.0	M	3872.20	4065.82	4269.11	4482.56	4706.69	4942.02	5189.12
	A	46,466	48,790	51,229	53,791	56,480	59,304	62,269
	H	22.340	23.457	24.629	25.861	27.154	28.512	29.937
	B	1787.17	1876.53	1970.36	2068.87	2172.32	2280.93	2394.98
40.5	M	3964.44	4162.67	4370.80	4589.34	4818.81	5059.75	5312.73
	A	47,573	49,952	52,450	55,072	57,826	60,717	63,753
	H	22.872	24.015	25.216	26.477	27.801	29.191	30.650
	B	1829.74	1921.23	2017.29	2118.16	2224.06	2335.27	2452.03

CITY OF YORK
2022-2023 PAY SCHEDULES (Effective September 26, 2022)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
41.0	M	4056.68	4259.52	4472.49	4696.12	4930.92	5177.47	5436.34
	A	48,680	51,114	53,670	56,353	59,171	62,130	65,236
	H	23.404	24.574	25.803	27.093	28.448	29.870	31.364
	B	1872.31	1965.93	2064.23	2167.44	2275.81	2389.60	2509.08
41.5	M	4158.01	4365.91	4584.20	4813.41	5054.09	5306.79	5572.13
	A	49,896	52,391	55,010	57,761	60,649	63,681	66,866
	H	23.989	25.188	26.447	27.770	29.158	30.616	32.147
	B	1919.08	2015.03	2115.79	2221.58	2332.65	2449.29	2571.75
42.0	M	4259.33	4472.30	4695.92	4930.71	5177.25	5436.11	5707.92
	A	51,112	53,668	56,351	59,169	62,127	65,233	68,495
	H	24.573	25.802	27.092	28.446	29.869	31.362	32.930
	B	1965.85	2064.14	2167.35	2275.71	2389.50	2508.97	2634.42
42.5	M	4367.48	4585.85	4815.14	5055.90	5308.69	5574.13	5852.84
	A	52,410	55,030	57,782	60,671	63,704	66,890	70,234
	H	25.197	26.457	27.780	29.169	30.627	32.158	33.766
	B	2015.76	2116.55	2222.37	2333.49	2450.17	2572.68	2701.31
43.0	M	4475.62	4699.40	4934.37	5181.09	5440.14	5712.15	5997.76
	A	53,707	56,393	59,212	62,173	65,282	68,546	71,973
	H	25.821	27.112	28.468	29.891	31.385	32.955	34.602
	B	2065.67	2168.95	2277.40	2391.27	2510.83	2636.38	2768.20
43.5	M	4587.85	4817.24	5058.10	5311.01	5576.56	5855.39	6148.16
	A	55,054	57,807	60,697	63,732	66,919	70,265	73,778
	H	26.468	27.792	29.181	30.640	32.172	33.781	35.470
	B	2117.47	2223.34	2334.51	2451.23	2573.80	2702.49	2837.61
44.0	M	4700.08	4935.08	5181.84	5440.93	5712.98	5998.63	6298.56
	A	56,401	59,221	62,182	65,291	68,556	71,984	75,583
	H	27.116	28.472	29.895	31.390	32.959	34.607	36.338
	B	2169.27	2277.73	2391.62	2511.20	2636.76	2768.60	2907.03
44.5	M	4813.67	5054.36	5307.08	5572.43	5851.05	6143.60	6450.78
	A	57,764	60,652	63,685	66,869	70,213	73,723	77,409
	H	27.771	29.160	30.618	32.149	33.756	35.444	37.216
	B	2221.70	2332.78	2449.42	2571.89	2700.49	2835.51	2977.29
45.0	M	4927.27	5173.63	5432.31	5703.93	5989.13	6288.58	6603.01
	A	59,127	62,084	65,188	68,447	71,870	75,463	79,236
	H	28.427	29.848	31.340	32.907	34.553	36.280	38.094
	B	2274.12	2387.83	2507.22	2632.58	2764.21	2902.42	3047.54
45.5	M	5053.59	5306.27	5571.58	5850.16	6142.67	6449.80	6772.29
	A	60,643	63,675	66,859	70,202	73,712	77,398	81,267
	H	29.155	30.613	32.144	33.751	35.438	37.210	39.071
	B	2332.42	2449.05	2571.50	2700.07	2835.08	2976.83	3125.67

CITY OF YORK
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Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
46.0	M	5179.90	5438.90	5710.84	5996.39	6296.20	6611.01	6941.57
	A	62,159	65,267	68,530	71,957	75,554	79,332	83,299
	H	29.884	31.378	32.947	34.595	36.324	38.140	40.047
	B	2390.72	2510.26	2635.77	2767.56	2905.94	3051.24	3203.80
46.5	M	5308.04	5573.44	5852.11	6144.72	6451.95	6774.55	7113.28
	A	63,696	66,881	70,225	73,737	77,423	81,295	85,359
	H	30.623	32.154	33.762	35.450	37.223	39.084	41.038
	B	2449.86	2572.36	2700.97	2836.02	2977.82	3126.72	3283.05
47.0	M	5436.17	5707.98	5993.38	6293.05	6607.70	6938.09	7284.99
	A	65,234	68,496	71,921	75,517	79,292	83,257	87,420
	H	31.363	32.931	34.577	36.306	38.121	40.027	42.029
	B	2509.00	2634.45	2766.18	2904.48	3049.71	3202.19	3362.30
47.5	M	5570.67	5849.20	6141.66	6448.74	6771.18	7109.74	7465.23
	A	66,848	70,190	73,700	77,385	81,254	85,317	89,583
	H	32.138	33.745	35.433	37.204	39.065	41.018	43.069
	B	2571.08	2699.63	2834.61	2976.34	3125.16	3281.42	3445.49
48.0	M	5705.16	5990.42	6289.94	6604.44	6934.66	7281.40	7645.46
	A	68,462	71,885	75,479	79,253	83,216	87,377	91,746
	H	32.914	34.560	36.288	38.103	40.008	42.008	44.108
	B	2633.15	2764.81	2903.05	3048.20	3200.61	3360.64	3528.68
48.5	M	5847.84	6140.23	6447.24	6769.60	7108.08	7463.49	7836.66
	A	70,174	73,683	77,367	81,235	85,297	89,562	94,040
	H	33.738	35.424	37.196	39.055	41.008	43.059	45.212
	B	2699.00	2833.95	2975.65	3124.43	3280.65	3444.69	3616.92
49.0	M	5990.51	6290.04	6604.54	6934.77	7281.51	7645.58	8027.86
	A	71,886	75,480	79,254	83,217	87,378	91,747	96,334
	H	34.561	36.289	38.103	40.008	42.009	44.109	46.315
	B	2764.85	2903.09	3048.25	3200.66	3360.69	3528.73	3705.17
49.5	M	6140.46	6447.48	6769.85	7108.35	7463.76	7836.95	8228.80
	A	73,685	77,370	81,238	85,300	89,565	94,043	98,746
	H	35.426	37.197	39.057	41.010	43.060	45.213	47.474
	B	2834.06	2975.76	3124.55	3280.78	3444.81	3617.05	3797.91
50.0	M	6290.40	6604.92	6935.17	7281.93	7646.02	8028.32	8429.74
	A	75,485	79,259	83,222	87,383	91,752	96,340	101,157
	H	36.291	38.105	40.011	42.011	44.112	46.317	48.633
	B	2903.26	3048.43	3200.85	3360.89	3528.93	3705.38	3890.65
50.5	M	6448.07	6770.47	7109.00	7464.45	7837.67	8229.55	8641.03
	A	77,377	81,246	85,308	89,573	94,052	98,755	103,692
	H	37.200	39.060	41.013	43.064	45.217	47.478	49.852
	B	2976.03	3124.83	3281.08	3445.13	3617.39	3798.26	3988.17

CITY OF YORK
2022-2023 PAY SCHEDULES (Effective September 26, 2022)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
51.0	M	6605.74	6936.03	7282.83	7646.97	8029.32	8430.78	8852.32
	A	79,269	83,232	87,394	91,764	96,352	101,169	106,228
	H	38.110	40.016	42.016	44.117	46.323	48.639	51.071
	B	3048.80	3201.24	3361.31	3529.37	3705.84	3891.13	4085.69
51.5	M	6770.68	7109.21	7464.67	7837.91	8229.80	8641.29	9073.36
	A	81,248	85,311	89,576	94,055	98,758	103,696	108,880
	H	39.062	41.015	43.065	45.219	47.480	49.854	52.346
	B	3124.93	3281.18	3445.23	3617.50	3798.37	3988.29	4187.70
52.0	M	6935.62	7282.40	7646.52	8028.84	8430.29	8851.80	9294.39
	A	83,227	87,389	91,758	96,346	101,163	106,222	111,533
	H	40.013	42.014	44.115	46.320	48.636	51.068	53.621
	B	3201.05	3361.11	3529.16	3705.62	3890.90	4085.45	4289.72
52.5	M	7109.64	7465.13	7838.38	8230.30	8641.82	9073.91	9527.60
	A	85,316	89,582	94,061	98,764	103,702	108,887	114,331
	H	41.017	43.068	45.221	47.483	49.857	52.349	54.967
	B	3281.37	3445.44	3617.72	3798.60	3988.53	4187.96	4397.36
53.0	M	7283.67	7647.85	8030.25	8431.76	8853.35	9296.01	9760.82
	A	87,404	91,774	96,363	101,181	106,240	111,552	117,130
	H	42.021	44.122	46.328	48.645	51.077	53.631	56.312
	B	3361.69	3529.78	3706.27	3891.58	4086.16	4290.47	4504.99
53.5	M	7464.97	7838.22	8230.13	8641.63	9073.71	9527.40	10003.77
	A	89,580	94,059	98,762	103,700	108,885	114,329	120,045
	H	43.067	45.220	47.481	49.856	52.348	54.966	57.714
	B	3445.37	3617.64	3798.52	3988.45	4187.87	4397.26	4617.12
54.0	M	7646.26	8028.58	8430.01	8851.51	9294.08	9758.79	10246.73
	A	91,755	96,343	101,160	106,218	111,529	117,105	122,961
	H	44.113	46.319	48.635	51.066	53.620	56.301	59.116
	B	3529.04	3705.50	3890.77	4085.31	4289.58	4504.06	4729.26
54.5	M	7838.47	8230.39	8641.91	9074.00	9527.70	10004.09	10504.29
	A	94,062	98,765	103,703	108,888	114,332	120,049	126,052
	H	45.222	47.483	49.857	52.350	54.968	57.716	60.602
	B	3617.75	3798.64	3988.57	4188.00	4397.40	4617.27	4848.14
55.0	M	8030.67	8432.20	8853.81	9296.50	9761.33	10249.39	10761.86
	A	96,368	101,186	106,246	111,558	117,136	122,993	129,142
	H	46.331	48.647	51.080	53.634	56.315	59.131	62.088
	B	3706.46	3891.78	4086.37	4290.69	4505.23	4730.49	4967.01
55.5	M	8230.14	8641.65	9073.73	9527.41	10003.79	10503.97	11029.17
	A	98,762	103,700	108,885	114,329	120,045	126,048	132,350
	H	47.482	49.856	52.348	54.966	57.714	60.600	63.630
	B	3798.53	3988.45	4187.87	4397.27	4617.13	4847.99	5090.39

CITY OF YORK
2022-2023 PAY SCHEDULES (Effective September 26, 2022)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
56.0	M	8429.61	8851.09	9293.65	9758.33	10246.24	10758.56	11296.48
	A	101,155	106,213	111,524	117,100	122,955	129,103	135,558
	H	48.632	51.064	53.617	56.298	59.113	62.069	65.172
	B	3890.59	4085.12	4289.38	4503.84	4729.04	4965.49	5213.76
56.5	M	8639.99	9071.99	9525.59	10001.87	10501.96	11027.06	11578.41
	A	103,680	108,864	114,307	120,022	126,024	132,325	138,941
	H	49.846	52.338	54.955	57.703	60.588	63.618	66.799
	B	3987.69	4187.07	4396.42	4616.25	4847.06	5089.41	5343.88
57.0	M	8850.36	9292.88	9757.53	10245.40	10757.67	11295.56	11860.33
	A	106,204	111,515	117,090	122,945	129,092	135,547	142,324
	H	51.060	53.613	56.293	59.108	62.063	65.167	68.425
	B	4084.78	4289.02	4503.47	4728.65	4965.08	5213.33	5474.00
57.5	M	9070.74	9524.27	10000.49	10500.51	11025.54	11576.82	12155.66
	A	108,849	114,291	120,006	126,006	132,306	138,922	145,868
	H	52.331	54.948	57.695	60.580	63.609	66.789	70.129
	B	4186.49	4395.82	4615.61	4846.39	5088.71	5343.15	5610.30
58.0	M	9291.11	9755.67	10243.45	10755.62	11293.40	11858.07	12450.98
	A	111,493	117,068	122,921	129,067	135,521	142,297	149,412
	H	53.603	56.283	59.097	62.052	65.154	68.412	71.833
	B	4288.20	4502.62	4727.75	4964.13	5212.34	5472.96	5746.60
58.5	M	9608.72	10089.16	10593.61	11123.29	11679.46	12263.43	12876.60
	A	115,305	121,070	127,123	133,480	140,154	147,161	154,519
	H	55.435	58.207	61.117	64.173	67.381	70.751	74.288
	B	4434.79	4656.53	4889.36	5133.83	5390.52	5660.05	5943.05
59.0	M	9926.33	10422.65	10943.78	11490.97	12065.52	12668.79	13302.23
	A	119,116	125,072	131,325	137,892	144,786	152,026	159,627
	H	57.267	60.131	63.137	66.294	69.609	73.089	76.744
	B	4581.38	4810.45	5050.97	5303.52	5568.70	5847.13	6139.49
59.5	M	10084.00	10588.20	11117.61	11673.49	12257.16	12870.02	13513.52
	A	121,008	127,058	133,411	140,082	147,086	154,440	162,162
	H	58.177	61.086	64.140	67.347	70.714	74.250	77.963
	B	4654.15	4886.86	5131.20	5387.76	5657.15	5940.01	6237.01
60.0	M	10241.67	10753.75	11291.44	11856.01	12448.81	13071.25	13724.81
	A	122,900	129,045	135,497	142,272	149,386	156,855	164,698
	H	59.087	62.041	65.143	68.400	71.820	75.411	79.182
	B	4726.92	4963.27	5211.43	5472.01	5745.61	6032.89	6334.53

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

For the period of

September 26th, 2022 through September 30, 2023

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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.

Section 2.11 Regular work period is eighty (80) hours worked in a two-week period.

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 notify Employees of changes in the Police Department regulations by memo eight (8) days prior to the policy change,

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
BULLETINBOARD

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 layoff 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

A. Sick Leave

1. Sick leave is defined as any of the following:
 - a. A period in which the employee is incapacitated by sickness or injury not arising from the course of employment.
 - b. A period when the employee is away from duty because of medical, surgical, dental or optical examination or treatment.
 - c. A period when, by reason of exposure to a contagious disease, the employee's presence on duty would jeopardize the health of others.
 - d. A period when the employee is away from duty because an illness of, or injury to, a member of the employee's immediate family demands their presence, not to exceed thirty (30) days in any 12- month period.
 - e. Of the thirty (30) days referenced in the preceding paragraph, an employee may use no more than five (5) days to act as the caretaker for any person with whom the employee has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.

2. How Earned and Accumulated:
 - a. All regular full-time employees shall earn eight (8) hours of sick leave with pay for each calendar month of continuous employment.
 - b. Unused sick leave may be accumulated during an employee's continuous term of employment up to 120 days (960 hours).
 - c. Employees may donate up to 10 days of sick time to a fellow employee for critical dependent care situations.

3. Restrictions to Sick Leave Use:

Department heads shall grant sick leave with pay in accordance with the following provisions:

 - a. Sick leave shall not be granted in advance of accrual.
 - b. Any employee missing more than five consecutive sick days must provide documentation from a licensed medical provider upon return outlining restrictions or a cleared to work.
 - c. Employees missing greater than 80 hours of sick time may trigger a conversation with their supervisor and HR.
 - d. The amount of sick leave to be charged against an employee's accrual shall be computed on the basis of the exact number of days or hours the employee is scheduled to work when sick leave is utilized.
 - e. Holidays or other regular days off shall not be counted in charging sick leave.
 - f. Sick leave shall not be used as vacation leave.
 - g. Leave without pay may be granted for sickness and disability extending beyond the earned credits.

4. Reporting of Absence for Sick Leave
 - a. Sick leave shall be requested in advance whenever possible for dental appointments, physical examinations, etc.
 - b. If an employee is absent for reasons, which entitles the employee to sick leave, the employee or a member of his or her household shall notify the employee's supervisor prior to shift start time.

- c. If the employee fails to notify the supervisor or the person designated to receive such calls, sick leave with pay shall not be approved, except in unusual circumstances to be determined by the department head.
- 5. Investigation of Use of Sick Leave
 - a. Department heads may investigate the alleged illness of an employee absent on sick leave including requiring medical documentation from a licensed medical provider.
 - b. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.
- 6. Transfer of Sick Leave Accrual

When an employee is transferred to another position, any unused sick leave, which may have accumulated to the employee's credit, shall continue to be available for their use as necessary.
- 7. Sick Leave at Termination

Upon termination of employment, sick leave is cancelled and no benefit shall be paid to the employee.
- 8. Sick Leave at Retirement or Death

Upon retirement at age 55 or with twenty (20) years of continuous service, the employee shall be paid one-fourth (1/4) of his or her accumulated sick leave to a maximum of two hundred and forty (240) hours of pay. Upon retirement at age 55 and with twenty (20) years of continuous service, the employee shall be paid one-half (1/2) of his or her accumulated sick leave to a maximum of four hundred and eighty (480) hours of pay. Upon death, the employee shall be paid one-half (1/2) of his or her accumulated sick leave to a maximum of four hundred and eighty (480) hours of pay. The amount shall be paid on the employee's final paycheck.
- 9. Sick Leave during Introductory Period
 - a. During the introductory period, employees shall be entitled to sick leave at the same rate as regular employees.
- 10. Disability

Employees who expect to be gone for a disability or childbirth shall apply for FMLA before they leave, if possible. If not, the paperwork shall be completed as soon as possible. The employee may use sick leave for the waiting period required by the disability policy. The employee may use the disability policy for the period for which they are eligible. At the end of the disability eligibility, the employee follows the general sick leave policy for any remaining sick leave time accumulated.

Section 14.2 Vacation Leave

B. Vacation Leave

1. Regular full-time Employees

Regular full-time employees are entitled to vacation leave earned and accrued each pay period. Full-time regular employees shall become eligible for vacation based upon length of continuous service as follows:

- 120 hours per year for the first ten years of employment
- 160 hours per year after the tenth anniversary of employment
- 200 hours per year after the 20th year of employment

Maximum allowable vacation accrual is current year's accrual plus 40 hours.

Employees stop earning and accruing vacation leave once they have reached their Maximum Allowable Vacation Accrual Cap and leave earning and accrual resumes once an employee's accrued vacation leave drops below the Cap.

All employees will receive vacation hours accumulated from their last anniversary date through September 25th, 2022. These hours will be designated as “additional vacation” hours for each employee. These hours will be used first for any vacation taken after October 9th, 2022. These additional vacation hours cannot be taken before October 9th, 2022 and must be used by September 10th, 2023. Starting September 26th, 2022, employees will begin accruing vacation hours each pay period. Both the accrued vacation hours and the additional vacation hours will appear in the Leave Available section of the pay stub beginning October 12th, 2022.

2. Scheduling of Vacations

- a.** The shift supervisor and/or Chief shall grant leave on the basis of the work requirements of the department, safety of the public, employee rest, and recognizing their wishes whenever possible.
- b.** Vacation hours and worked hours may not exceed the total scheduled work hours of a normal day unless it is unplanned scheduled time or employee is called in to work.

3. Transfers

When an employee transfers from one department to another in the City personnel system, the employee’s vacation accrual shall be transferred to the new department.

4. Holidays

Holidays occurring during scheduled vacation leave shall not be charged against vacation leave, but against holiday leave.

5. Vacation Prior to Retirement or termination

Employees will be required to work the final two weeks prior to retirement or resignation date to assist in transition of work.

6. Payment for Vacation Time Not Taken

a. Terminated & Retired Employees

Each employee who terminates employment and each employee whose employment is terminated by the City shall be entitled to compensation for their earned and unused vacation.

b. Deceased Employees

An employee’s final paycheck and earned and unused vacation accumulation shall be deposited in the bank account designed by the employee for direct deposit of City of York paychecks.

C. Accident and Injury Leave: Worker's Compensation

1. Eligibility

Subject to the Statutes of Nebraska, all employees of the City who suffer on-the-job accidents or injuries are covered by Worker's Compensation Insurance. This includes regular full-time, regular part-time and temporary employees.

2. Reporting Accident or Injury

When on-the job accidents occur, they must be reported to the supervisor and a call made to the EMC nurse. An Investigation Report must be completed by the employee and turned in to HR within 24 hours of incident.

3. City's Payments in Addition to Worker's Compensation

An employee receiving Worker's Compensation shall receive a salary from the City. Worker's Compensation wage payments paid to the employee shall be turned over to the City. This does not include impairment settlement checks.

Section 14.4 Family Medical Leave Act

D. Family Medical Leave Act

- 1.** A leave of absence will be granted to eligible employees who are absent from work in accordance with the Family Medical Leave Act (FMLA). Contact Human Resource Director for FMLA forms.

Section 14.5 Military Leave

E. Military Leave

- 1.** A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 2.** For Active Training Duty, Duty with Troops or at Field Exercises
When not in conflict with State Statutes related to military training leave the following provisions shall apply to all regular employees of the City:
 - a.** All heads of departments, officer and employees of the City who are members of the National Guard of Nebraska, the Army Reserve, Navel Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve, shall be entitled to a leave of absence from their respective duties, without loss of pay, in all days during which they are employed with or without pay under orders, or authorization of competent

authority or active training duty, or duty with troops, or at field exercises or for instructions, for a period not to exceed fifteen (15) days in any one calendar year.

- b.** In the event that the time of such training is optional, the time taken shall be designated at the discretion of the head of the department for which the employee works.
- c.** When the Governor of this State shall declare that a state of emergency exists and an employee is ordered to active service of the State, an additional leave of absence will be granted until such employee is released from active service by competent authority.

Section 14.6 Court and/or Jury Duty

F. Court and/or Jury Duty

1. Witness in Official Capacity of Juror

An employee who is required to serve as a witness or a juror in a federal, state, county, police, or municipal court or as a litigant in a case resulting directly from the discharge of the employee's duties shall be granted leave with full pay to serve in that capacity.

2. Other Litigation

When an employee is testifying in other litigation to which the employee is a party, or when the employee is an expert witness (not in an official capacity), the employee shall not be granted leave with pay, but may use vacation leave or compensatory time or be granted a leave without pay for the length of such service.

3. Requests for Leave for Court and/or Jury Duty

An employee who is called as a witness not pertaining to their official capacity or jury duty shall present to their supervisor the original summons or subpoena from the court and, at the conclusion of such duty, a signed statement from the Clerk of the Court, or other evidence, showing the actual time in attendance at court.

4. Fees Received for Jury Service

- a.** Fees and expense reimbursement received for jury service in a federal, state, county, police, or municipal court shall be retained by the employee.
- b.** An employee excused from court service shall be expected to report to their department for work

Section 14.7 Voluntary Leave of Absence Without Pay

G. Voluntary Leave of Absence Without Pay

The City Administrator or a department head may grant a leave of absence without pay for a period up to one month in length to any employee who so request. A leave of absence without pay for any period more than one month in length may be granted only upon approval of the City Administrator.

1. Eligibility Requirements

An employee shall be eligible for a leave of absence after thirty (30) days of service with the City. The City Administrator or the department head shall have complete discretion in determining whether or not to grant a leave of absence.

2. Written Requests and Replies

- a. Any employee who desires a leave of absence without pay shall submit a request in writing to the appropriate authority, as determined above, stating the reasons for the request, the date leave would begin, and the approximate date of return.
- b. A request for a leave of absence shall be answered promptly, in writing, by the department head or City Administrator.
- c. If the request is approved, copies of the request and the department head's or City Administrator's reply shall be included in the employee's personnel file.

3. Benefits while on Leave of Absence without Pay

- a. An employee who has been granted a leave of absence without pay shall not be granted any advancement or promotion in relation to the position from which the employee is on leave. The employee shall be entitled to and shall retain all benefits accrued up to the effective date of such leave.
- b. An employee shall not accrue vacation leave, sick leave, or other benefits during the period the employee is on leave of absence without pay.
- c. Two weeks prior to an employee requesting voluntary leave of absence without pay the employee shall work with HR to establish payment plan to cover the cost of benefits during the absence and develop a return-to-work plan.

4. Failure to Return to Work

Failure on the part of an employee to return to work promptly after a leave of absence without pay has expired may be considered equal to the resignation of the employee and the City Administrator may declare the position vacant.

Section 14.8 Parental Leave (FMLA paperwork must be completed to qualify for parental leave.)

H. Parental Leave (FMLA paperwork must be completed to qualify for parental leave.)

1. A pregnant employee shall be allowed to continue working for as long as she retains the ability to work efficiently. Mother or primary adoptive parent may take up to eight weeks paid parental leave time for the birth or adoption of child. Additional time may be granted via sick policy (see Leave Section A - Sick Leave 1e).
2. Father or non-primary adoptive parent may take up to two weeks paid parental leave time for the birth or adoption of a child. Additional time may be granted via sick policy (see Leave Section A - Sick Leave 1e).

Section 14.9 Funeral Leave

I. Funeral Leave

1. 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, grandchildren, or household member, the employee may be allowed paid leave for reasonable and necessary absence for arrangement and attendance to said funeral not to exceed 36 hours. This may be extended to 60 hours with the approval of the department head.
2. In the case of a funeral for someone not covered by section 1, leave with pay will be granted from 6 hours to 12 hours. The City Administrator may grant additional funeral leave without pay.

Section 14.10 Administrative Leave

J. Administrative Leave

1. With Pay for Activity Related to Work
Department heads or the City Administrator may grant employees administrative leave with pay for the following purposes:
 - a. 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 work week.
 - b. To compete for positions in the City personnel system.
 - c. To present grievances or appeals to City officials
2. Without Pay

Department heads may grant administrative leave without pay for periods not in excess of one (1) month. Requests for leave in excess of one (1) month must be approved by the City Administrator.

K. Absence Without Leave

No City employee may be absent from duty without permission from their department head and the City Administrator. When an employee is absent without leave from their position for three (3) working days or more, the employee will be considered to have voluntarily resigned.

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 AD.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 Human Resources Director at City Hall. Said file is to be confidential.

ARTICLE 24
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.

Section 17.4 Employees' regular work period shall be eighty (80) hours in a two-week period.

ARTICLE 25
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 Eve
Christmas Day
Martin Luther King Day
President's Day
Veteran's Day
Floating Holiday (8 hours)

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. The Employer will provide flexibility to employees in taking compensatory time when possible.

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 26, 2022, 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 not reimburse educational expenses where state funds exist for said purpose.

Section 24.2 The City will pay for educational reimbursement obligations committed to by the City prior to September 15, 2022.

ARTICLE XXV
SAFETY COMMITTEE

Section 25.1 In accordance with Section 48-443 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 26, 2022, employees in all F.O.P. job classifications/positions shall be compensated in accordance with the attached wage schedule for fiscal year 2022-2023 found in Appendix "A". Appendix "A" reflects a 4%_pay increase at each step and across all pay lines in each F.O.P. job classification/position

(2) If notice is given as provided in Article XXX, Section 30.3, then contract negotiations shall begin not later than May 21, 2023. Comparable First Class Cities shall be used during contract negotiations to determine a midpoint or higher wages.

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 \$1.50 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, 2023 shall receive a \$250 bonus payable at the end of the fiscal year. Any employee who is designated to monitor and develop social media shall receive a bonus of \$250 payable at the end of the fiscal year. Employees who qualify for multiple bonuses shall be paid the sum of the bonuses.

Section 28.6. When an officer works a full shift on their scheduled day off, and that effort leads to a weekly total of work hours that exceeds 80 hours in a regular two-week work period, , then the officer shall receive \$100 in compensation. This is in addition to the pay or compensation that applies to the actual shift hours worked.

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.

ARTICLE XXX
TERM OF AGREEMENT

Section 30.1 This Agreement, with all of its terms, shall be in full force and effective from 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 30.2 This Agreement shall be automatically renewed from year to year thereafter unless either party desires to modify this Agreement September 26th, 2022 to, and including September 30, 2023.

Section 30.3 This Agreement shall remain in full or any part thereof; it shall notify the other in writing no later than the first day of May, 2023. If such notice is given, negotiations shall begin no later than May 21, 2023.

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 and the City of York Personnel Manual constitute 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. When this contract differs from the Personnel Manual, the conditions of this contract apply. 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 26, 2022 through September 30, 2023.

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 1 day of August, 2022.

WITNESS:

CITY OF YORK, NEBRASKA

Dr. Sue Crawford
City Clerk

Barry Redfern
Mayor

WITNESS:

FRATERNAL ORDER OF POLICE
YORK, LODGE #31

Amanda Ring
Amanda
Ring
City Clerk

Sgt. Brit Koch
Sgt. Brit Koch
President, FOP #31

APPENDIX A

CITY OF YORK - POLICE DEPARTMENT								
2022-2023 PAY SCHEDULES (Effective September 26, 2022)								
Pay		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>Grade</u>								
P1	Monthly	4897.85	5095.24	5303.63	5512.19	5726.53	5957.45	6200.09
OFFICER	Annual	58,774	61,143	63,644	66,146	68,716	71,489	74,401
	Hourly	28.257	29.396	30.598	31.801	33.038	34.370	35.770
	Bi-weekly	2260.54	2351.65	2447.83	2544.09	2643.01	2749.59	2861.58
P2	Monthly	5559.96	5783.13	6016.76	6261.56	6522.77	6799.84	7082.86
SERGEANT	Annual	66,720	69,398	72,201	75,139	78,273	81,598	84,994
	Hourly	32.077	33.364	34.712	36.124	37.631	39.230	40.863
	Bi-weekly	2566.14	2669.14	2776.97	2889.95	3010.51	3136.39	3269.01

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



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

REQUEST FOR PROPOSALS FOR Hail Damaged Holthus Convention Center Roof Replacement

SUBMITTAL DUE DATE: August 30, 2022, at 2:00 PM (Central)

PROPOSALS MUST BE MAILED OR DELIVERED TO:

**City of York, Attn: City Clerk
100 East 4th St., York NE 68476**

And emailed to:

EMC Insurance Company

Email Address: scott.r.signor@emcins.com

Please mark your envelope/subject line: "PROPOSAL FOR Holthus Convention Center Roof Replacement"

Any bid received after the bid deadline will not be opened and rejected

EIN/SSN (Required) 88-1950448

COMPANY NAME Precision Roofing Federal I.D. Number

ADDRESS: 11903 E. Old Lone Jack LS Rd

CITY/STATE/ZIP Lee's Summit, MO 64086

PHONE 816-254-7100

PRINTED NAME Kyle Grell

AUTHORIZED SIGNATURE *Kyle Grell*

TITLE President EMAIL Kgrell@roofingkc.com

Signature acknowledges that Proposer has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work, terms and conditions and is submitting without collusion with any other individual firm. You must submit this page with an authorized signature.

ALL QUESTIONS MUST BE SUBMITTED BY EMAIL TO DAN AUDE, PUBLIC WORKS, daude@cityofyork.net. Questions must be submitted no later than August 26th, 2022. Questions submitted after that date will not be considered.

BIDDERS MUST SUBMIT THIS PAGE WITH ANY PROPOSAL

Request for Proposals

Project Name: Holthus Convention Center Roof Replacement

Job Description: Replace the roof on the Holthus Convention Center (3130 Holen Avenue). The Holthus Convention Center roof includes a rubber section of approximately 180 squares and a shingled section of approximately 500 squares; replace gutters/downspouts and fascia on the west side.

Requirements for the rubber roof part of this project would be to dispose of the old membrane, install ½" high density board, install 60 mil EDPM rubber, install all flashings as needed, tear off and install new rubber flashing, install new metal cap

Requirements for the shingled portion of the roof include, removing and disposing of existing shingles, downspouts and gutters.

Winning Bid Criteria:

All contractors and sub-contractors used on this project must be registered with the City of York and provide proof of insurance. The roof replacement must be substantially completed and inspected to city satisfaction by November 30, 2022. Liquidated damages: For each week past November 30th, damages will be 2% of the total project cost per week of delay. If the project is not substantially complete by December 31, 2022, the damages will increase to 5% of the total project cost per week of delay. In the case of multiple days of weather delay, the contractor may request an adjustment to the liquidated damages schedule. The City of York must approve weather delays.

Required Specifications:

- 1) All bidders must be willing to work with the City of York property insurance claim process and coordinate with the insurance adjuster as needed.
- 2) Bids that include use of local supplies and/or local subcontractors will have preference.
- 3) Qualified Rubber Roofing Material Manufactures: Carlisle, Firestone, Versico. (60-Mil EPDM or TPO)
- 4) Qualified Shingle Manufactures: GAF, Owens Corning
- 5) All roofing material used is made directly by the manufacturer, not re-labeled by a second-tier company.
- 6) No dollar limit warranty is directly from the manufacturer who produces the material and is a ND L (No Dollar Limit Warranty) that is edge to edge. Required: 25-year minimum ND L.
- 7) All work/installation must be inspected by an authorized field inspector from the manufacturer, not a salesman or third party.
- 8) All roofing contractors, installers must have a minimum of five years certification with the manufacturer.
- 9) Qualified contractor awarded the job must start by September 20th, 2022 and be substantially finished by December 1st, 2022. Delays in installation due to inclement weather will be added to the end of the substantially completed date mentioned above. We are aware that parapet wall

cap may not be manufactured by the substantial completed date mentioned above. Parapet wall cap can be installed after the substantially completed date.

- 10) Contractor must bid all roof related items on all buildings. No bids for less than all bids contained in the packet will be accepted.
- 11) Roofs must be brought up to current code regarding insulation.
- 12) All bids must be and include all labor, demolition, material, and land fill fees.
- 13) No change orders or supplements will be accepted.

PROPOSALS MUST BE MAILED OR DELIVERED TO:

City of York, Attn: City Clerk

100 East 4th St., York NE 68476

Bid Deadline: August 30, 2022, at 2:00 PM

Any bid received after the bid deadline will not be opened and rejected

Contact person with the City of York: Dan Aude

Email: daude@cityofyork.net

Phone: 402.363.2600

And emailed to:

EMC Insurance Company

Email Address: scott.r.signor@emcins.com

Attn: Scott Signor

717 Mulberry, Des Moines, IA 50309

Bid Deadline: August 30, 2022 at 2:00pm

Any bid received after the bid deadline will not be opened and rejected

Public Works, in conjunction with EMC, will make a recommendation to the City Council on September 1, 2022. The City Council will approve the Contractor for the project. This Request for Proposals does not commit the City of York to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of York reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of the City of York to do so.

City of York

REC#: 00404968 8/29/2022 2:57 PM
OPER: EE TERM: 600
REF#:

ACCT #: XXXX-XXXX XXXX-9490
AUTH #: 010240
TRAN #: 000000002056
TYPE: PURCHASE

TRAN: 3.0000 LICENSES
1861 04/30/23 PRECISION ROOFING
GENERAL CONTRACTOR 100.00CR

TENDERED: 100.00 CREDIT CARD
APPLIED: 100.00-

CHANGE: 0.00

License # 1861



Proposal

Prepared for:

The City of York, NE

Project Name: Holthus Convention Center

3130 Holen Avenue



Prepared by:

Kyle Grell

Precision Roofing

Office: (816) 254-7100

Mobile: (515)571-6241

Email: kgrell@roofingkc.com



Precision Roofing
11903 E. Old Lone Jack Lee's Summit Road
Lee's Summit, MO 64086
Office (816) 254-7100
Cell: (515)571-6241
Fax: (816) 254-7337
Email: rkgrell@roofingkc.com
RoofingKC.com

Proposal

Holtus Convention Center

We appreciate the opportunity to present this proposal. Precision Roofing has been installing top-quality roofing systems for more than 32 years, including new and replacement roofs, service work and preventative maintenance programs for both commercial and residential customers.

Precision Roofing proposes to furnish labor and materials to complete the following work on the above-referenced Project:

Price: \$789,265.00

Payment Terms: 50% of contract is to be paid upon delivery of materials. The balance is to be paid IN FULL upon completion of work. If problems or defects should arise after completion, Company and/or manufacturer's warranty applies. IN THE EVENT OF PAYMENT DEFAULT,

FINANCE CHARGES SHALL BE ASSESSED ON THE OVERDUE BALANCE AT A RATE OF ONE AND ONE-HALF PERCENT (1 ½%) PER MONTH (18% PER ANNUM) FROM THE DUE DATE. PURCHASER SHALL BE LIABLE FOR ANY AND ALL COSTS INCURRED BY COMPANY TO COLLECT AMOUNT IN DEFAULT UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO COLLECTION AND/OR ATTORNEY FEES, COURT COSTS, ETC. ALSO, ALL COMPNAY AND/OR MANUFACTURER'S WARRANTIES ARE NULL AND VOID.



Kyle Grell, Precision Roofing

The undersigned Building Owner or Authorized Representative accepts this proposal as of:

_____ Date

_____ Contracting Party

_____ By

_____ Printed Name & Title

This proposal is subject to the attached "Precision Roofing Terms & Conditions"

NOTICE TO MISSOURI OWNERS: FAILURE OF THIS CONTRACTOR TO PAY THOSE SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

This contract is between Precision Divisions, Inc. d/b/a Precision Roofing, herein referred to as "Company," and the purchaser(s) named herein and hereafter referred to as "Purchaser." This contract is subject to all appropriate laws, regulations, and ordinances of the states of Missouri and Kansas, and is also subject to the following terms and conditions:

1. This proposal may be withdrawn by the Company if not accepted by the Purchaser within thirty (30) days.
 2. Purchaser is responsible for protecting or removing personal property from the attic prior to the start of the job, and for moving objects away from the perimeter of the building.
 3. The Company shall not be liable for pre-existing conditions of roof deck, i.e., sags, dips, humps, waves, etc., in pre-existing material, i.e., plywood, wafer board, solid wood sheathing, rafters, braces and supports, etc., due to warped, rotted, bent, cracked, broken, shifted, settled, exposed, poorly installed, thin, or weak material and structure. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials, unless otherwise stated elsewhere in this contract, is not included, and will be charged on a time-and-material basis.
 4. The Company will not be responsible for damage to existing roof solar panels during work. Purchaser agrees to direct Purchaser's solar panel vendor or contractor to take appropriate action to protect solar panels if necessary.
 5. Payment is to be made IN FULL upon completion of work. If problems or defects should arise after completion, Company and/or manufacturer's warranty applies. IN THE EVENT OF PAYMENT DEFAULT, FINANCE CHARGES SHALL BE ASSESSED ON THE OVERDUE BALANCE AT A RATE OF ONE AND ONE-HALF PERCENT (1½%) PER MONTH (18% PER ANNUM) FROM THE DUE DATE. PURCHASER SHALL BE LIABLE FOR ANY AND ALL COSTS INCURRED BY COMPANY TO COLLECT AMOUNT IN DEFAULT UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, COLLECTION AND/OR ATTORNEY FEES, COURT COSTS, ETC.
 6. The Company shall have no responsibility for damage from rain, fire, tornado, windstorm, or other perils as are normally contemplated to be covered by homeowner's insurance or builder's risk insurance, unless a specified written agreement be made therefor prior to commencement of the work. Throughout duration of the work, the Purchaser's homeowner's or builder's risk insurance will be responsible for any interior damage unless such damage is due to Company's negligence.
 7. Company is covered by worker's compensation and general liability insurance. The contract price does not include bond or insurance premiums or costs beyond normal liability and worker's compensation insurance. If Purchaser wishes Company to obtain bond or builder's risk insurance, such additional premiums or costs shall be added to the amount of the contract.
 8. The Company shall not be liable for failure of performance due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company.
 9. THIS CONTRACT CANNOT BE CANCELED EXCEPT BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES. If Purchaser cancels this contract later than 3 days following execution, Purchaser shall pay to the Company twenty-five percent (25%) of contract price as liquidated damages, not as a penalty, and Company agrees to accept such as a reasonable and just compensation for said cancellation.
 10. If material must be reordered or restocked because of a change by the Purchaser, Purchaser agrees to pay a re-stocking fee equal to fifteen percent (15%) of the contract price.
 11. This contract or warranty shall not be assigned except by written permission of the Company.
 12. If any provision of this contract should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
 13. Purchaser warrants that the materials requested to be used under terms of this contract are appropriate and in compliance with all deed restrictions, commercial and/or homeowners' association covenants, conditions, and restrictions. Purchaser assumes all risks of failure of such compliance.
 14. THIS PAGE AND THE REVERSE SIDE SHALL COMPRISE THE ENTIRE CONTRACT. ANY ORAL REPRESENTATIONS, STATEMENTS OR ANY OTHER COMMUNICATIONS BETWEEN COMPANY AND PURCHASER PRIOR TO THIS CONTRACT ARE NOT PART OF THIS CONTRACT AND ARE NOT TO BE RELIED UPON BY EITHER PARTY.
 15. Company warrants its roofing system to be free from leaks for the duration specified on the reverse side. Company assumes liability for the repair of any defect in workmanship or installation causing leakage. Roofing material is warranted by the manufacturer under a separate warranty which is issued to Purchaser. Company shall have no liability for any interior or exterior damage to Purchaser's building. Company's liability to Purchaser under this warranty in no case shall be greater than the contract price. In no event shall Company be liable for lost profits or any incidental, special or consequential damages. These limitations apply whether liability is based on contract, negligence or otherwise. When this warranty expires, all liability under the warranty ends. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, PAST OR PRESENT, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, AND COMPANY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, GUARANTY OR REPRESENTATION. THERE IS NO WARRANTY OF MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR PURCHASER'S INTENDED USE OR ANY OTHER PARTICULAR PURPOSES. This warranty does not apply and is void if the roof has been altered without Company's written authorization or otherwise is damaged, unless Purchaser can show that the alterations were not a cause of the defect. Company shall not be liable for Purchaser variances from specifications that are made at Purchaser's request to the on-site roofing crew.
 16. Owners: Purchaser warrants that he/she/they are owner(s) of the project and property or are agents of the owners authorized to bind the owners.
 17. Any dispute arising under or related in any way to this contract shall be subject to the exclusive jurisdiction of the courts located in Jackson County, Missouri.
-



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

REQUEST FOR PROPOSALS FOR Hail Damaged Rubber Roof Replacement

SUBMITTAL DUE DATE: August 30, 2022, at 2:00 PM (Central)

PROPOSALS MUST BE MAILED OR DELIVERED TO:

**City of York, Attn: City Clerk
100 East 4th St., York NE 68476**

And emailed to:

**EMC Insurance Company
Email Address: scott.r.signor@emcins.com**

Please mark your envelope/subject line: "PROPOSAL FOR RUBBER ROOF REPLACEMENT"

EIN/SSN (Required) 88-1950448

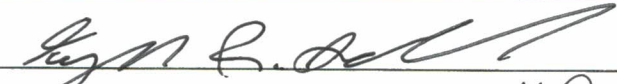
COMPANY NAME Precision Roofing Federal I.D. Number

ADDRESS: 11903 E Old Lone Jack LS Rd

CITY/STATE/ZIP Lee's Summit, MO 64086

PHONE 816-254-7100

PRINTED NAME Kyle Grell

AUTHORIZED SIGNATURE 

TITLE President EMAIL Kgrell@roofingkc.com

Signature acknowledges that Proposer has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work, terms and conditions and is submitting without collusion with any other individual firm. You must submit this page with an authorized signature.

ALL QUESTIONS MUST BE SUBMITTED BY EMAIL TO DAN AUDE, PUBLIC WORKS, daude@cityofyork.net. Questions must be submitted no later than August 26th, 2022. Questions submitted after that date will not be considered.

BIDDERS MUST SUBMIT THIS PAGE WITH ANY PROPOSAL

Request for Proposals

Project Name: Rubber Roof Replacements

Job Description: Replace the flat roofs on the following seven City of York locations: The Small Wastewater plant; the Large Wastewater plant; the City Hall Building; the Senior Center; the Auditorium, the Community Center, and the Fire Department.

The approximate squares of each roof are as follows:

Small Wastewater Plant Bldg 1 - 64 squares (Contact for address) (Exposed Single-ply Section Only)

Large Wastewater Plant – 50 squares; replace gutters/downspouts (Contact for address) (Single-ply on all 3 structures)

City Hall Bldg – 90 squares; four 8” vent caps (100 E. 4th Street)

Senior Center – 90 squares; gutters/downspouts; EFIS repairs (725 N. Nebraska Avenue)

The Auditorium – 210 squares; two sets roof hatch doors: large (612 N. Nebraska Avenue)

The Community Center – 200 squares (211 E. 7th Street)

The Fire Department – 120 squares (815 N. Grant Avenue)

Requirements for this project would be to dispose of the old membrane, install ½” high density board, install 60 mil EDPM rubber, install all flashings as needed, tear off and install new rubber flashing, install new metal cap.

Winning Bid Criteria:

All contractors and sub-contractors used on this project must be registered with the City of York and provide proof of insurance. The roof replacement must be substantially completed and inspected to city satisfaction by November 30, 2022. **Liquidated damages:** For each week past November 30th, damages will be 2% of the total project cost per week of delay. If the project is not substantially complete by December 31, 2022, the damages will increase to 5% of the total project cost per week of delay. In the case of multiple days of weather delay, the contractor may request an adjustment to the liquidated damages schedule. The City of York must approve weather delays.

Required Specifications:

- 1) All bidders must be willing to work with the City of York property insurance claim process and coordinate with the insurance adjuster as needed.
- 2) Bids that include use of local supplies and/or local subcontractors will have preference.
- 3) Qualified Roofing Material Manufacturers: Carlisle, Firestone, Versico. (60-Mil EPDM or TPO)
- 4) All roofing material used is made directly by the manufacturer, not re-labeled by a second-tier company.
- 5) No dollar limit warranty is directly from the manufacturer who produces the material and is a ND (No Dollar Limit Warranty) that is edge to edge. Required: 25-year minimum ND.

- 6) All work/installation must be inspected by an authorized field inspector from the manufacturer, not a salesman or third party.
- 7) All roofing contractors, installers must have a minimum of five years certification with the manufacturer.
- 8) Qualified contractor awarded the job must start by September 20th, 2022 and be substantially finished by December 1st, 2022. Delays in installation due to inclement weather will be added to the end of the substantially completed date mentioned above. We are aware that parapet wall cap may not be manufactured by the substantial completed date mentioned above. Parapet wall cap can be installed after the substantially completed date.
- 9) Contractor must bid all roof related items on all buildings. No bids for less than all bids contained in the packet will be accepted.
- 10) Roofs must be brought up to current code regarding insulation.
- 11) All bids must be and include all labor, demolition, material, and land fill fees.
- 12) No change orders or supplements will be accepted.

PROPOSALS MUST BE MAILED OR DELIVERED TO:

City of York, Attn: City Clerk

100 East 4th St., York NE 68476

Bid Deadline: August 30, 2022, at 2:00 PM

Any bid received after the bid deadline will not be opened and rejected

Contact person with the City of York: Dan Aude

Email: daude@cityofyork.net

Phone: 402.363.2600

And emailed to:

EMC Insurance Company

Email Address: scott.r.signor@emcins.com

Attn: Scott Signor

717 Mulberry, Des Moines, IA 50309

Bid Deadline: August 30, 2022, at 2:00 PM

Any bid received after the bid deadline will not be opened and rejected

Public Works, in conjunction with EMC, will make a recommendation to the City Council on September 1, 2022. The City Council will approve the Contractor for the project. This Request for Proposals does not commit the City of York to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of York reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of the City of York to do so.

City of York

REC#: 00404968 8/29/2022 2:57 PM
OPER: EE TERM: 600
REF#:

ACCT #: XXXX-XXXX-XXXX-9490
AUTH #: 01024G
TRAN #: 000000002056
TYPE: PURCHASE

TRAN: 3.0000 LICENSES
1861-04/30/23 PRECISION ROOFING
GENERAL CONTRACTOR 100.00CR

TENDERED: 100.00 CREDIT CARD
APPLIED: 100.00-

CHANGE: 0.00

License # 1861



Proposal

Prepared for:
The City of York, NE



Prepared by:
Kyle Grell
Precision Roofing
Office: (816) 254-7100
Mobile: (515)571-6241
Email: kgrell@roofingkc.com



Precision Roofing
11903 E. Old Lone Jack Lee's Summit Road
Lee's Summit, MO 64086
Office (816) 254-7100
Cell: (515)571-6241
Fax: (816) 254-7337
Email: kgrell@roofingkc.com
RoofingKC.com

The City of York, NE

Small Waste Water Plant
Large Waste Water Plant
City Hall 100 East 4th Street
Senior Center 725 N Nebraska
Auditorium 612 N Nebraska
Community Center 211 East 7th Street
Fire Department 815 N Grant Avenue

Proposal

We appreciate the opportunity to present this proposal. Precision Roofing has been installing top-quality roofing systems for more than 32 years, including new and replacement roofs, service work and preventative maintenance programs for both commercial and residential customers.

Precision Roofing proposes to furnish labor and materials to complete the following work on the above-referenced Projects:

Price: \$ 2,232,348.00

Payment Terms: 50% of contract is to be paid upon delivery of materials. The balance is to be paid IN FULL upon completion of work. If problems or defects should arise after completion, Company and/or manufacturer's warranty applies. IN THE EVENT OF PAYMENT DEFAULT, FINANCE CHARGES SHALL BE ASSESSED ON THE OVERDUE BALANCE AT A RATE OF ONE AND ONE-HALF PERCENT (1 ½%) PER MONTH (18% PER ANNUM) FROM THE DUE DATE. PURCHASER SHALL BE LIABLE FOR ANY AND ALL COSTS INCURRED BY COMPANY TO COLLECT AMOUNT IN DEFAULT UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO COLLECTION AND/OR ATTORNEY FEES, COURT COSTS, ETC. ALSO, ALL COMPNAY AND/OR MANUFACTURER'S WARRANTIES ARE NULL AND VOID.



Kyle Grell, Precision Roofing

The undersigned Building Owner or Authorized Representative accepts this proposal as of:

Date

Contracting Party

By

Printed Name & Title

This proposal is subject to the attached "Precision Roofing Terms & Conditions"

NOTICE TO MISSOURI OWNERS: FAILURE OF THIS CONTRACTOR TO PAY THOSE SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

This contract is between Precision Divisions, Inc. d/b/a Precision Roofing, herein referred to as "Company," and the purchaser(s) named herein and hereafter referred to as "Purchaser." This contract is subject to all appropriate laws, regulations, and ordinances of the states of Missouri and Kansas, and is also subject to the following terms and conditions:

1. This proposal may be withdrawn by the Company if not accepted by the Purchaser within thirty (30) days.
2. Purchaser is responsible for protecting or removing personal property from the attic prior to the start of the job, and for moving objects away from the perimeter of the building.
3. The Company shall not be liable for pre-existing conditions of roof deck, i.e., sags, dips, humps, waves, etc., in pre-existing material, i.e., plywood, wafer board, solid wood sheathing, rafters, braces and supports, etc., due to warped, rotted, bent, cracked, broken, shifted, settled, exposed, poorly installed, thin, or weak material and structure. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials, unless otherwise stated elsewhere in this contract, is not included, and will be charged on a time-and-material basis.
4. The Company will not be responsible for damage to existing roof solar panels during work. Purchaser agrees to direct Purchaser's solar panel vendor or contractor to take appropriate action to protect solar panels if necessary.
5. Payment is to be made IN FULL upon completion of work. If problems or defects should arise after completion, Company and/or manufacturer's warranty applies. IN THE EVENT OF PAYMENT DEFAULT, FINANCE CHARGES SHALL BE ASSESSED ON THE OVERDUE BALANCE AT A RATE OF ONE AND ONE-HALF PERCENT (1½%) PER MONTH (18% PER ANNUM) FROM THE DUE DATE. PURCHASER SHALL BE LIABLE FOR ANY AND ALL COSTS INCURRED BY COMPANY TO COLLECT AMOUNT IN DEFAULT UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, COLLECTION AND/OR ATTORNEY FEES, COURT COSTS, ETC.
6. The Company shall have no responsibility for damage from rain, fire, tornado, windstorm, or other perils as are normally contemplated to be covered by homeowner's insurance or builder's risk insurance, unless a specified written agreement be made therefor prior to commencement of the work. Throughout duration of the work, the Purchaser's homeowner's or builder's risk insurance will be responsible for any interior damage unless such damage is due to Company's negligence.
7. Company is covered by worker's compensation and general liability insurance. The contract price does not include bond or insurance premiums or costs beyond normal liability and worker's compensation insurance. If Purchaser wishes Company to obtain bond or builder's risk insurance, such additional premiums or costs shall be added to the amount of the contract.
8. The Company shall not be liable for failure of performance due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company.
9. THIS CONTRACT CANNOT BE CANCELED EXCEPT BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES. If Purchaser cancels this contract later than 3 days following execution, Purchaser shall pay to the Company twenty-five percent (25%) of contract price as liquidated damages, not as a penalty, and Company agrees to accept such as a reasonable and just compensation for said cancellation.
10. If material must be reordered or restocked because of a change by the Purchaser, Purchaser agrees to pay a re-stocking fee equal to fifteen percent (15%) of the contract price.
11. This contract or warranty shall not be assigned except by written permission of the Company.
12. If any provision of this contract should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
13. Purchaser warrants that the materials requested to be used under terms of this contract are appropriate and in compliance with all deed restrictions, commercial and/or homeowners' association covenants, conditions, and restrictions. Purchaser assumes all risks of failure of such compliance.
14. THIS PAGE AND THE REVERSE SIDE SHALL COMPRISE THE ENTIRE CONTRACT. ANY ORAL REPRESENTATIONS, STATEMENTS OR ANY OTHER COMMUNICATIONS BETWEEN COMPANY AND PURCHASER PRIOR TO THIS CONTRACT ARE NOT PART OF THIS CONTRACT AND ARE NOT TO BE RELIED UPON BY EITHER PARTY.
15. Company warrants its roofing system to be free from leaks for the duration specified on the reverse side. Company assumes liability for the repair of any defect in workmanship or installation causing leakage. Roofing material is warranted by the manufacturer under a separate warranty which is issued to Purchaser. Company shall have no liability for any interior or exterior damage to Purchaser's building. Company's liability to Purchaser under this warranty in no case shall be greater than the contract price. In no event shall Company be liable for lost profits or any incidental, special or consequential damages. These limitations apply whether liability is based on contract, negligence or otherwise. When this warranty expires, all liability under the warranty ends. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, PAST OR PRESENT, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, AND COMPANY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, GUARANTY OR REPRESENTATION. THERE IS NO WARRANTY OF MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR PURCHASER'S INTENDED USE OR ANY OTHER PARTICULAR PURPOSES. This warranty does not apply and is void if the roof has been altered without Company's written authorization or otherwise is damaged, unless Purchaser can show that the alterations were not a cause of the defect. Company shall not be liable for Purchaser variances from specifications that are made at Purchaser's request to the on-site roofing crew.
16. Owners: Purchaser warrants that he/she/they are owner(s) of the project and property or are agents of the owners authorized to bind the owners.
17. Any dispute arising under or related in any way to this contract shall be subject to the exclusive jurisdiction of the courts located in Jackson County, Missouri.



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

REQUEST FOR PROPOSALS FOR Hail Damaged Shingle Roof Replacement

SUBMITTAL DUE DATE: August 30, 2022, at 2:00 PM (Central)

PROPOSALS MUST BE MAILED OR DELIVERED TO:

City of York, Attn: City Clerk
100 East 4th St., York NE 68476

And emailed to:

EMC Insurance Company
Email Address: scott.r.signor@emcins.com

Please mark your envelope/subject line: "PROPOSAL FOR SHINGLE ROOF REPLACEMENT"

Any bid received after the bid deadline will not be opened and rejected

EIN/SSN (Required) 26-419 0949
Federal I.D. Number
COMPANY NAME STRONG7 LLC
ADDRESS: P.O. Box 2224
CITY/STATE/ZIP FREMONT NE 68025
PHONE 402 720 0036
PRINTED NAME TODD A STRONG
AUTHORIZED SIGNATURE Todd A. Strong
TITLE owner/sole member EMAIL strongtodd@msn.com

Signature acknowledges that Proposer has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work, terms and conditions and is submitting without collusion with any other individual firm. You must submit this page with an authorized signature.

ALL QUESTIONS MUST BE SUBMITTED BY EMAIL TO DAN AUDE, PUBLIC WORKS,
daude@cityofyork.net. Questions must be submitted no later than August 26th, 2022.
Questions submitted after that date will not be considered.

BIDDERS MUST SUBMIT THIS PAGE WITH ANY PROPOSAL

August 29th, 2022



Proposal submitted to:
City of York NE
Attn: City Clerk
100 East 4th Street
York NE 68476

RE: Various locations

- East Hill Park 901 E. 6th St (concession stand and park shelters)
- Harrison Park 211 Kingsley Ave (restroom bldg. and concession stand)
- Harrison Park 140 Kingsley Ave (restroom bldg..)
- Miller Park 1720 N. East Ave (restroom bldg.. and concession stand)
- Loc 12-1 Beaver Creek Trails 322 S. Lincoln Ave. (restroom bldg.)
- Loc 13 Beaver Creek Park 305 E. Nobes Ave. (restroom bldg. and snack bar)
- Small W.W. Plant bldg. 2-storage
- Airport admn. Bldg. 1112 Hwy 34 (east side gutters)
- Public Works shop 303 E. Nobes Ave. (gutters and downspouts, both elevations)
- Loc 44-1 Ballpark complex 200 E. 12th St (east and west concession stand/p.box/ ticket booth and maintenance shed and batting facility)
- Loc 35-1 pump house roof
- Loc 38-1 pump house roof
- Loc 39-1 pump house roof
- Loc 40-1 pump house roof (bldg. 1 and bldg. 2)
- Loc 41-1 pump house roof
- Family Aquatic Center 2222 E. 14th Street (west fascia/shingles and west fascia pump house)
- Tear off existing shingles and dispose of properly.
- Install new synthetic underlayment over entire roof area.
- Install new ice/water shield at all valley and gutter edge area. Ice/water shield to extend beyond the interior wall elevation. (where applicable)
- Install new metal roof edging, new roof vents (if applicable), new valley metal, new pipe flashing's.
- Install new **50 year impact resistant shingles**. Choice of stock color.
- R/R gutters, downpouts and fascia at locations as directed on bid documents. Match existing.
- Any rotted decking will be an additional charge.

- STRONG1 LLC is able to meet the required completion date.
- Payment for materials is due upon delivery at jobsites.

Base bid price: **\$160,650.00** (one hundred sixty thousand six hundred fifty)
(Price is a lump sum for all locations listed above.)

Submitted by Todd A. Strong, owner/sole member



P.O. Box 2224 • Fremont, NE 68025 • Office 402.721.4268 • Cell 402.720.0036 • strongtodd@msn.com



KNOWLEDGE • QUALITY • SERVICE