

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, August 17, 2023
5:30 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 10, 2023
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the August 3, 2023 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$2,034.25
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$21,475.55
 - 6.3. Claim for Stephen Postier of York County Development Corporation in the amount of \$15.00
7. Claims for the period of August 4 through August 17, 2023
8. Department Activities Reports for the month of July 2023
9. Approve Cash Balances for the month of July 2023
10. City Administrator Report
11. Consider approval of a quote from Electric Pump for a Replacement Flygt Mixer for the Wastewater Treatment Plant in the amount of \$40,028.00
12. Additional/corrected special designated license for Sip & Stroll, September 28, 2023:
Greater York Area Chamber of Commerce for:
 - 1) ALLO FiberCorrection for Renewed Horizon:

1) Mr. Dukes Mercantile

13. Consider approval of a special designated license for the York County Ag Society for a demolition derby on September 9, 2023 at 2400 N. Nebraska Ave, York, NE 68467
14. Consider approval of a special designated license for the Fraternal Order of Eagles #3990 for Yorkfest/Bloody Mary Bar on September 9, 2023 at 605 N. Lincoln Ave, York, NE 68467
15. Consider approval of a special designated license for Sunset Bowl for the Corn Hole League/Beer Garden/Yorkfest 1923 N. Lincoln Ave, on September 1 & 9, 2023
16. Consider approval of a Letter Agreement for Professional Services with Olsson, Inc. for the York Industrial Park Due Diligence Project for an amount not to exceed \$35,000.00
17. De-Blight Study Presentation with Bobbi Pettit of Five Rule Planning
18. Public hearing to consider recommendations to de-designate areas within existing redevelopment areas in the City of York as blighted and substandard:
19. Consider approval of Resolution 2023-14 - to remove the designation of certain areas as blighted and substandard
20. Consider approval of Resolution 2023-16 - to declare certain areas to be blighted and substandard and in need of redevelopment
21. Consider approval of Resolution 2023-17 to update the personnel manual for the employees of the City of York
22. Consider approval of Resolution 2023-18 - to authorize the Mayor to sign the Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards
23. Public hearing to consider acquisition of real estate on behalf of the City of York for the purpose of future economic development:
 - 23.1. Ordinance No. 2355 - to authorize the purchase of real estate by the city of York for the purpose of future economic development
 - 23.1.1. Suspend the rules for Ordinance No. 2355
 - 23.1.2. Passage of Ordinance No. 2355
24. First reading:
Ordinance No. 2356 - Prescribing Sewer Rates

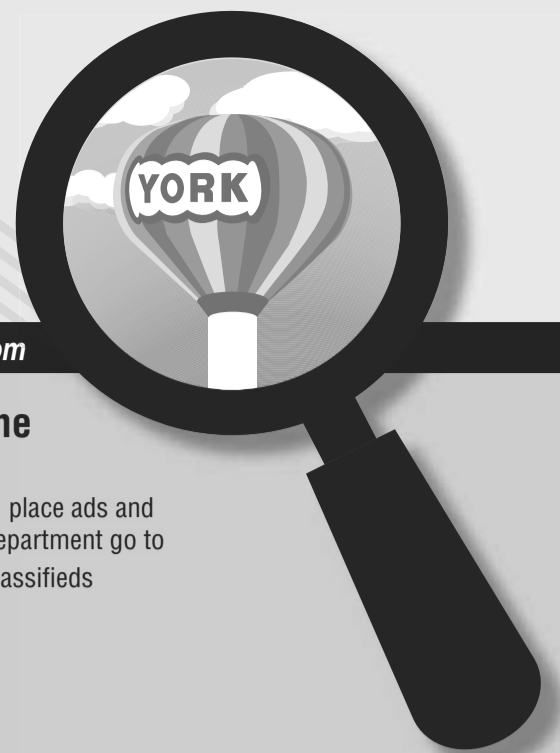
25. First Reading:
Ordinance No. 2357 - Prescribing Landfill Rates

26. Mayor Appointments:

26.1. Reappointment of Jeff McGregor, Jane Brogan and Chad Hammer to the Board of Adjustment for a term expiring September 1, 2026

27. Adjournment

Classifieds



www.YorkNewsTimes.com



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To place an ad call our office at (402) 204-7009 Monday thru Friday 8:00 a.m. - 5:00 p.m. Visit us online at YorkNewsTimes.com and check out our classified link



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 Wednesday..... Monday at 11:00
 Thursday..... Tuesday at 11:00
 Friday..... Wednesday at 11:00
 Saturday..... Thursday at 11:00
 ADvantage..... Thursday at 11:00



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

Employment
yntjobseekers.com

0242 Painting 0388 Miscellaneous 0970 Pickups, 4x2 or 4x4 0980 Sport Utility Vehicles 0995 Autos for Sale or Lease 0099 LEGALS 0099 LEGALS 0099 LEGALS

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

For SALE 2 Weather Guard Side Tool Boxes, White, 87 in. Long. Contact 402-364-3222

0355 Pets & Supplies

0910 RVs, Campers, Motorhomes

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 '03 Ford F-150 XLT 2dr Standard Cab 4WD Style-side LB, cruise. 87K

\$32,000
 ALL TRADES CONSIDERED
Mustard Motors
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\$26,500
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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 August 10 ZNEZ

NOTICE OF PUBLIC MEETING
 The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, August 17, 2023, at 7:00 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continually current, shall be readily available for public inspection at the same address, during normal business hours.
 August 10 ZNEZ

for Rosmary Herrera Figueroa, a protected person, was filed by Petitioner, Mayra Marcela Herrera Figueroa, and is set for hearing on the September 20, 2023, in the County Court of York County, Nebraska, York County Courthouse, at 510 Lincoln Ave, York, Nebraska before the Honorable Lynelle D. Homolka, at 3:00 p.m. July 27, August 3, 10 ZNEZ

BOOTS: This friendly guy is a sturdy lovable lap cat. He is fully vetted and anxious to have his own home. He is currently in foster care, please call LaMoine 366-0533 for more information. Applications are available at yorkadoptapet.com

2022 44ft Monte Carlo Travel Trailer, has 3 slide outs, 2 bedrooms king bed/bunk in rear, washer/dryer, central AC plus roof air, fireplace, built in microwave, apartment size range, and many extra Asking \$40,000 or best offer. Call 402-419-3196

\$10,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

JUST REDUCED

\$26,500
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www.mustardsusedcars.com

SALE AT CARS FOR LESS
 3630 S LOCUST ST. GRAND ISLAND, NE 68801
 ON 08/10/2023 @ 1PM "CASH ONLY SALE"
 2013 FORD TAURUS
 VIN#1FAHP2F8DG103822

Fillman Law Offices, LLC
 NOTICE OF INFORMAL PROBATE AND NOTICE TO CREDITORS
 County Court of York County, Nebraska Estate of Delores I. Quiring, Deceased Estate No. PR 23-60

NOTICE OF PUBLIC MEETING
 The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, August 17, 2023, at 7:00 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continually current, shall be readily available for public inspection at the same address, during normal business hours.
 August 10 ZNEZ

Notice of York County Commissioner's Meeting Regarding Zoning Conditional Use Permits
 Notice is hereby given that at 9:00 a.m. on August 7, 2023 in the Commissioner's room on the first floor of the York County Courthouse, 510 North Lincoln Ave., in York, Nebraska, the York County Commissioner's shall hold a public hearing to discuss final approval of conditional use permits for 2 individuals requesting these permits. A copy of the information to be presented will be available for public inspection at the office of the York County Attorney's Office prior to said public hearing. The public is invited to attend this meeting.
 August 10 ZNEZ

0970 Pickups, 4x2 or 4x4

2012 Chevy Silverado 1500 LTE, 4WD, air condition works nice, Rhino lining bed, cruise control, radio/cassette, runs good, 204,700 miles. Asking \$14,000 or best offer. Call 308-390-7806

JUST REDUCED

\$26,500
 ALL TRADES CONSIDERED
Mustard Motors
 308-940-0287
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NOTICE OF MEETING
 Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, August 17, 2023 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance

Notice is hereby given that on August 4, 2023, 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 Kimberly A. Hart whose address is 1632 N. Platte Avenue, York, Nebraska 68467 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 10, 2023 or be forever barred.

NOTICE
 In the County Court of York County, Nebraska PR 23-55

IN THE MATTER OF THE GUARDIANSHIP OF ROSMARY HERRERA FIGUEROA, A MINOR
 Notice is hereby given that on July 3, 2023, a Petition for Appointment of Permanent Guardian

If you are looking for a special cat, Jack is the one to adopt. He is fully vetted and would be a great addition to your family. He is fully vetted and anxious to have his own home. He is currently in foster care, please call LaMoine 366-0533 for more information. Applications are available at yorkadoptapet.com

0970 Pickups, 4x2 or 4x4

\$39,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

\$35,500
 ALL TRADES CONSIDERED
Mustard Motors
 308-940-0287
www.mustardsusedcars.com

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 Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, August 17, 2023 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance

0099 LEGALS
 /s/Allison C. O'Neill Clerk of County Court 510 Lincoln Avenue York, NE 68467

NOTICE
 In the Matter of the Guardianship of Rosmary Herrera Figueroa, a Minor

Notice is hereby given that on July 3, 2023, a Petition for Appointment of Permanent Guardian

Such a big lovable teddy bear, Jasper would make a wonderful family addition. He is fully vetted and anxious to have his own home. He is currently in foster care, please call LaMoine 366-0533 for more information. Applications are available at yorkadoptapet.com

\$33,900
 ALL TRADES CONSIDERED
Mustard Motors
 308-940-0287
www.mustardsusedcars.com

0980 Sport Utility Vehicles

\$18,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

Just Reduced

0099 LEGALS
 /s/Allison C. O'Neill Clerk of County Court 510 Lincoln Avenue York, NE 68467

NOTICE
 In the Matter of the Guardianship of Rosmary Herrera Figueroa, a Minor

Notice is hereby given that on July 3, 2023, a Petition for Appointment of Permanent Guardian

BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!

FOR SALE 1975 F600 Ford Custom Cab Grain Truck, 361-V8, 4x2 Speed, 20ft Steel Box, Tag Axle, Contact 402-364-3222

\$18,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

Just Reduced

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ClassiFINDS

2013 GMC Yukon Denali 6.2 L Vortec motor. Heated and cooled seats, touch screen radio, navigation, XM ready, Bose, DVD, sunroof, backup camera, power liftgate. 135K More pictures available. Asking \$20,000 Call or text 308-571-0262

2013 GMC Yukon Denali 6.2 L Vortec motor. Heated and cooled seats, touch screen radio, navigation, XM ready, Bose, DVD, sunroof, backup camera, power liftgate. 135K More pictures available. Asking \$20,000 Call or text 308-571-0262

We do all Roguing, Beans, Corn and Milo. Over 30 years experience. References available. Call Manuel at 402-710-9012 /402-366-4652/531-230-9365

LOOKING? LOCAL EMPLOYERS ARE HIRING!



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

Estate of Steven Wagner, K.L. Erdmann, & Others
LIVE FIREARM 2-DAY AUCTION
 HAMILTON COUNTY FAIRGROUNDS FARR BLDG • 310 A ST • AURORA, NE
 LUNCH STAND • INDOORS
AUGUST 18 & 19, 2023

Friday, August 18
 Doors Open at 12:00pm
2:00pm Uncatalogued Items Will Sell
 Guns selling on Saturday will be available for inspection during the Friday auction.

UNCATALOGUED ITEMS INCLUDE: Ammo, Ammo Boxes, Gun Accessories, Reloading Items, Knives, & So Much MORE! A great selection of items, view pictures on our website.

Saturday, August 19 | 10:00am
Catalogued Items Selling
 GUN TYPES: Colt, Henry, Remington, Ruger, Smith & Wesson, Savage, Winchester, Browning, & MANY MORE!

Visit www.cornwellauction.com for a full list & pictures!

AUCTIONEERS & CLERKS
 Clint Mickey 402-694-8470
 Casey Cornwell 402-631-3254
 Haley Bamesberger - 402-631-3147
 Tom Cornwell • Dan Muirhead, Auctioneers
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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.

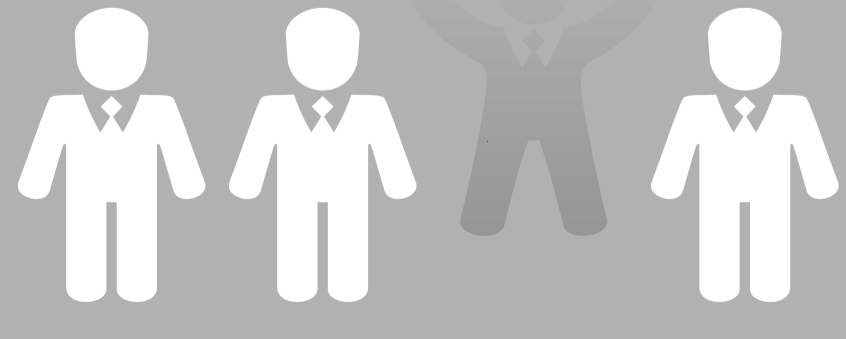
Equal Housing Opportunity
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YorkNewsTimes.com



REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
August 3, 2023
5:30 PM

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

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

Mayor: Barry Redfern: Present. Councilmembers: Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Absent, Matt Wagner: Present, Jeff Pieper: Absent. The following City Officials were present: City Administrator Dr. Sue Crawford, Attorney Charley Campbell, Police Chief Ed Tjaden, Public Works Director James Paul, Fire Chief Tony Bestwick, Parks & Rec Director Cheree Folts, Treasurer Pellie Thomas, Human Resources Director Denise Pfeifer and Library Director Deb Robertson.

Notice of this meeting was given in advance thereof by publication in the York News Times on July 27, 2023, 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 July 20, 2023 meeting. Ayes with a motion by Matt Wagner and a second by Tony North. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$173.95. Ayes with a motion by Stephen Postier and a second by Matt Wagner. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

Motion to approve the claim for Stephen Postier of York County Development Corporation in the amount of \$8,333.34. Ayes with a motion by Matt Wagner and a second by Tony North. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Matt Wagner: Yea.

Claims

Motion to approve the claims for July 21, 2023 through August 3, 2023. Ayes with a motion by Stephen Postier and a second by Jennifer Sheppard. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

City Administrator Report

Dr. Sue Crawford stated that units are being built on the BGIN properties. NPPD has been in contact with the City regarding the projected revenues those properties will create. The City will have the budget hearing on the City's proposed budget on August 31, 2023 at 5:30 p.m.

SDL – Sunset Bowl

Motion to approve the special designated license filed by Sunset Bowl for the Cornhole League/Beer Garden, 1923 N. Lincoln Ave, for August 18, 2023. Ayes with a motion by Scott Van Esch and a second by Stephen Postier. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

SDL – Sip & Stroll, September 28, 2023.

Madonna Mogul of York Chamber and Commerce spoke regarding these licenses. This is the seventh annual Sip and Stroll event. There will be six musical entertainment areas as well. Licenses are as follows: York County Development Corporation for Edward Jones/Eric Montgomery, Ameriprise Financial Services, Inc., The Jewelers Vault, Mid America Vision Center, Wagner Decorating and the Western Edge; Greater Area York Chamber of Commerce for Baer's Furniture, Clinch Law Firm, McNeill Floral Company, Pieper Plumbing and The Personal Touch; Yorkshire Playhouse for Sequoia Wealth Partners, Crossroads Awards, GoodyPop, H&R Block, Peterson's Petal Company and Yorkshire Playhouse; United Way for Brandt Carpet & Tile, LLC, Kinetic by Windstream, McCormicks Heating & Air Conditioning, Carquest Auto Parts (Slack Auto Supply) Penner's Tire & Auto Tire Pros and Rustic Dry Goods; York Community Foundation for Coldwell Banker – NHS Real Estate, Ginny's Hallmark, Kirtsey's Clothing & Gift Boutique, The Quilt Basket, Svehla Law Offices and Heritage Realty; Renewed Horizon for Angie Murray Pate American Family Insurance, Fillman Insurance, York County Community Coalition, Mr. Dukes Mercantile and Renewed Horizon.

Motion to approve all applications for the York Sip & Stroll event to take place on September 28, 2023. Ayes with a motion by Matt Wagner and a second by Vicki Northrop. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

Presentation of Blight/Substandard Study

Bobbi Pettit with Five Rule Rural Planning presented to the Council the 2023 Blight and Substandard Study; Proposed Amendment A to Redevelopment Area 4 and Proposed Redevelopment Areas 9 and 10 for the City of York. She detailed which areas were being discussed and then gave the criteria to deem an area as blight or substandard. Then she explained the criteria and what qualifications were met for each redevelopment area. She then answered questions from the City Council.

Public Hearing for Blight/Substandard and General Redevelopment Plan

The Mayor stated this was the time and place for a public hearing to consider recommendations to declare an area within the City of York as blight and substandard and consider approval of a general redevelopment plan for Proposed Amendment A to Redevelopment Area 4 and Proposed Redevelopment Area 9 and 10. Brian Kurth, of Stromsburg, stated this type of forward thinking is always beneficial to towns and with the right opportunities and interest rates, growth will come along. It's appreciated that the Council is taking the time to do this. Lisa Hurley, of York County Development Corporation, thanked the City for taking a look at the redevelopment areas throughout the entire community and deciding what could potentially be a priority for redevelopment. This will be beneficial for businesses that are looking to utilize tax-increment financing. There was no other public comment.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:50 o'clock p.m.

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	1	39.74	N			
01-00090	THE HOME DEPOT PRO	2	1,353.22	N			
01-00110	MATHESON TRI-GAS	3	151.72	N			
01-00120	JACKSON SERVICES INC	14	1,056.87	N			
01-0019	DEREK J PALIK	1	42.04	N			
01-00210	EAKES OFFICE PLUS	2	156.22	N			
01-00230	CORNHUSKER STATE IND.	1	18.50	N			
01-00290	NORTH PRINTING & OFFICE S	16	2,034.25	N			
01-00300	BLACK HILLS ENERGY	13	5,237.37	N			
01-00340	BOUND TREE MEDICAL LLC	2	1,383.52	N			
01-00360	CITY OF YORK	2	241.46	N			
01-00530	MATT FRIEND TRUCK EQUIP.	1	124.64	N			
01-00540	GLOBAL TECH, INC.	2	2,276.14	N			
01-00570	SUMMIT FIRE PROTECTION	2	624.10	N			
01-00630	MUNICIPAL SUPPLY OF NE	1	287.23	N			
01-00640	NEBRASKA PUBLIC POWER DIS	3	50,167.31	N			
01-00701	OLSSON ASSOCIATES	2	83,466.46	N			
01-00710	OVERLAND SAND & GRAVEL	13	17,131.99	N			
01-00750	PIEPERS INC	12	21,475.55	N			
01-00780	PRESTO X COMPANY	10	504.35	N			
01-00800	BURST, LLC	36	1,396.35	N			
01-00960	GRAINGER	2	2,611.98	N			
01-01050	MICROFILM IMAGING SYSTEMS	1	120.00	N			
01-01090	BAKER & TAYLOR, INC	7	1,738.74	N			
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	10	321.54	N			
01-01330	JLC, INCORPORATED	1	14.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01340	KOPCHOS SANITATION, INC	9	1,259.00	N			
01-0145	ANTHONY BESTWICK	1	129.67	N			
01-01470	SERVI-TECH LABORATORIES	3	294.00	N			
01-01510	HACH CO.	2	395.67	N			
01-01610	OVERHEAD DOOR	1	5,675.00	N			
01-01650	UNION BANK	1	693.00	N			
01-01840	CORNERSTONE BANK	1	95.00	N			
01-02160	MIDWEST SERVICE & SALES C	1	2,310.00	N			
01-02200	JACK'S UNIFORMS & EQUIP	1	386.15	N			
01-02230	MCCORMICK HEATING & AC	1	424.53	N			
01-02250	MILLER SEED & SUPPLY CO	5	1,131.98	N			
01-02500	YORK FARM SUPPLY LLC	1	32.00	N			
01-02560	CITYSERVICEVALCON LLC	1	28.82	N			
01-02620	LEAGUE OF NEBRASKA MUNICI	2	31,332.00	N			
01-02650	O'REILLY AUTO PARTS	3	26.48	N			
01-02910	CONCRETE INDUSTRIES INC	1	310.00	N			
01-03020	MIKE QUBTY	3	277.20	Y			
01-0321	NICHOLAS W SHUMWAY	2	155.45	N			
01-03240	YORK COUNTY DEVELOPMENT C	1	15.00	N			
01-03590	PENNER'S TIRE & AUTO	1	30.89	N			
01-04050	GALLS INCORPORATED	8	441.99	N			
01-04190	YORK ANIMAL CLINIC	2	529.80	N			
01-04240	NE DEPT OF REVENUE	1	38.80	N			
01-04420	SOUTHEAST NE DEV DIST	1	6,920.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	5	10,203.27	N			
01-05380	NE STATE FIRE MARSHAL	1	72.00	N			
01-05870	WEX BANK	1	10,439.35	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-06370	HEIMAN FIRE EQUIPMENT, IN	1	181.22	N			
01-06410	CASH-WA DISTRIBUTING	1	411.15	N			
01-09090	WINDSTREAM	3	805.11	N			
01-09110	HY-TEC AUTO SERVICE	1	876.50	N			
01-1	MISCELLANEOUS VENDOR	3	1,023.00	N			
01-10020	YORK COUNTY REGISTER OF D	1	10.00	N			
01-10070	RAILROAD MANAGEMENT COMPA	1	1,033.92	N			
01-10110	BADGER METER INC	1	373.20	N			
01-10130	STATE FIRE MARSHAL TRAINI	2	250.00	N			
01-11190	MEAD LUMBER & RENTAL	2	382.80	N			
01-14150	EMC INSURANCE CO	1	2,500.00	N			
01-14410	LINCOLN WINWATER WORKS	9	9,734.41	N			
01-14470	FARMERS COOPERATIVE	2	65.36	N			
01-14850	CHEREE FOLTS	1	125.11	N			
01-14880	ALFRED BENESCH & CO	2	36,592.75	N			
01-15670	HOA SOLUTIONS INC	1	673.50	N			
01-15900	ARAMARK UNIFORM SERVICE	3	406.38	N			
01-16290	MICHAELA STUHR	2	621.37	N			
01-16710	ONE CALL CONCEPTS INC	1	285.46	N			
01-16900	AQUA-CHEM INC	2	1,782.00	N			
01-17810	DEBORA ROBERTSON	1	185.53	N			
01-18080	LINCOLN AQUATICS INC	1	16.20	N			
01-18430	CREATIVE SITES LLC	1	40,983.00	N			
01-18740	OMAHA NEON SIGN CO	1	63,855.24	N			
01-18820	DYNAMIC MEDIA	1	419.40	N			
01-19370	NE TECHNOLOGY & TELECOMMU	2	142.95	N			
01-19940	OVERDRIVE INC	1	991.56	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-21320	CULLIGAN	1	15.00	N			
01-22050	HEAVY METAL SUPPLY CO	4	288.56	N			
01-22100	SLACK AUTO SUPPLY LLC	1	22.79	N			
01-22200	KARESA NORQUEST	2	19.93	N			
01-22700	SPECTRUM BUSINESS	1	11.21	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	2	601.93	N			
01-23820	MACQUEEN EMERGENCY GROUP	1	6,329.13	N			
01-24000	SANDRY FIRE SUPPLY LLC	1	719.65	N			
01-24090	AXIA PAYMENTS	1	247.39	N			
01-24100	GLOBAL PAYMENTS	1	1,120.63	N			
01-24250	JEFFERSON COMMUNITY HEALT	1	320.00	N			
01-24430	TJ CABLE & UNDERGROUND SV	1	12,459.04	Y			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-25100	NEBRASKA RURAL RADIO ASSO	1	1,833.01	Y			
01-25370	BRANDON LAMBERT	1	34.89	N			
01-25530	SAM'S CLUB MC/SYNCB	1	6,116.11	N			
01-26010	SOARIN GROUP	1	753.00	N			
01-26150	VVS INC - CANTEEN	1	445.14	N			
01-26330	QUICK MED CLAIMS	1	7,131.23	N			
01-26820	QUADIENT INC	1	281.20	N			
01-27210	MIDWEST AUTO PARTS INC.	11	547.58	N			
01-27330	RENEWED HORIZON	1	50.00	N			
01-27440	LIVE WELL COUNSELING CENT	1	625.00	N			
01-27730	BEN FRANCISCO	1	75.00	Y			
01-27780	ROBERT AILOR	1	850.00	Y			
01-27900	FILAMENT ESSENTIAL SERVIC	1	1,171.00	N			
01-27930	KLEIN'S BLUE RIVER POWER	4	933.15	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-28000	FRANK BILLINGTON	1	1,488.00	Y			
01-28020	NEC COMMUNICATIONS AMERIC	1	2,166.57	N			
01-28080	FIRST NATIONAL COMPANY	1	1,000.00	N			
01-28090	LIGHTHOUSE UNIFORMS	1	1,091.45	N			
01-28230	STANDARD INS CO	1	4,756.27	N			
01-28510	LEE ENT ADVERTISING	3	3,980.83	N			
01-28540	AMAZON BUSINESS	8	577.88	N			
01-29140	CIVIC PLUS	1	4,500.00	N			
01-29270	ALLO	2	847.20	N			
01-29500	AT & T MOBILITY	1	185.08	N			
01-29670	BRITTANY STEINER	1	95.13	Y			
01-29690	PAYMENTECH, LLC	1	3,115.78	N			
01-29870	NAIMAN MITCHEL	1	20.37	N			
01-29950	AMERICAN EXPRESS TRAVEL R	1	4.00	N			
01-30180	BAUER INFRASTRUCTURE LLC	1	11,000.00	Y			
01-30410	KONECTAEV LLC	1	10,798.80	Y			
01-30430	JEFF BADBERG	1	30.15	N			
01-30510	FARRWEST	1	830.00	N			
01-30640	LAND SERVICES LLC	1	4,415.25	N			
01-30660	BLACKLINE SAFETY CORP	1	2,153.40	N			
01-30670	BRANDON KOCH	1	145.58	N			

***	REPORT TOTALS	***	345		528,917.27		
	Payroll				186,924.55		
	Total				715,841.82		

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	: 8/04/2023 THRU 8/17/2023	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

DEPARTMENT REPORTS

July
2023

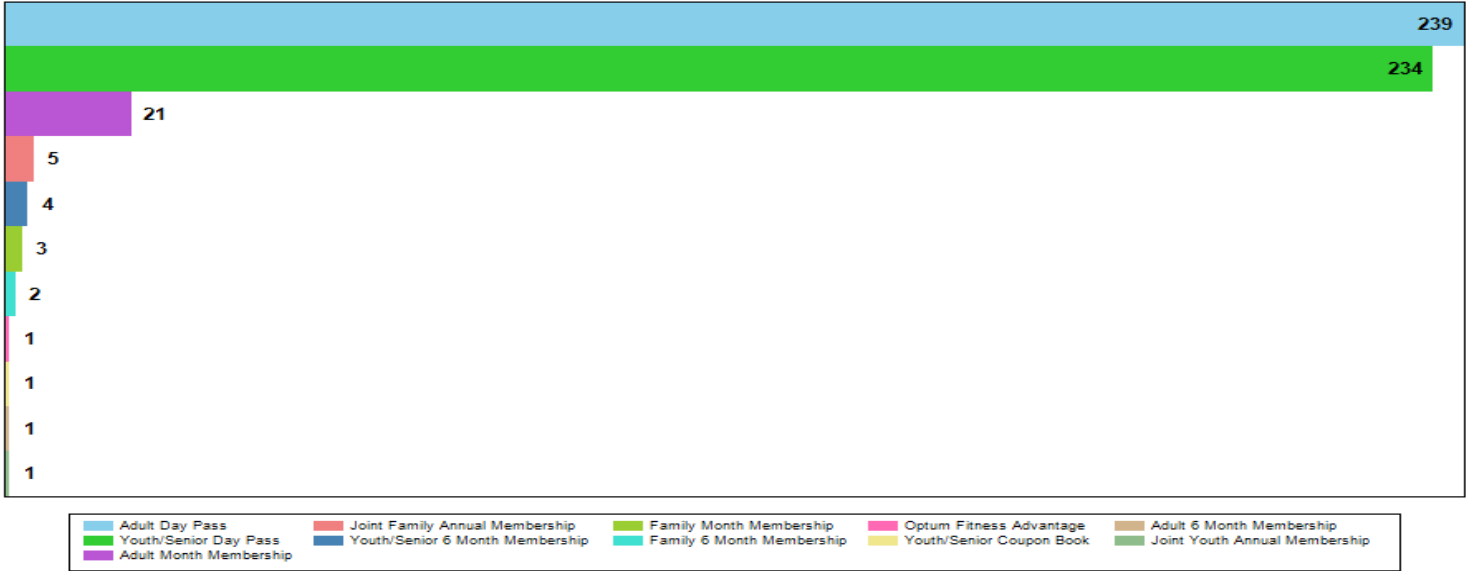
COMMUNITY CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

Community Center

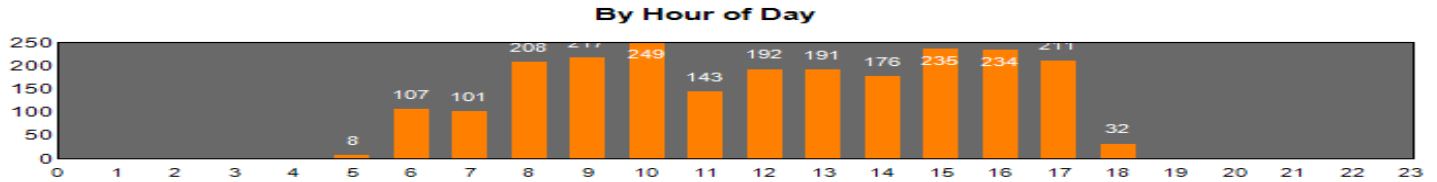
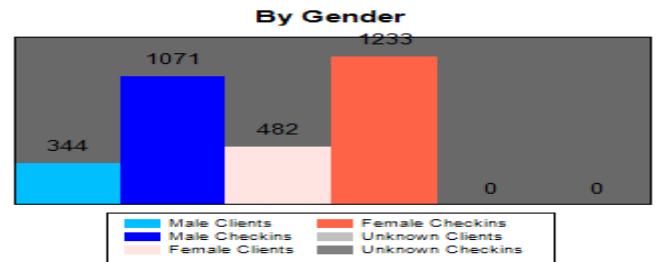
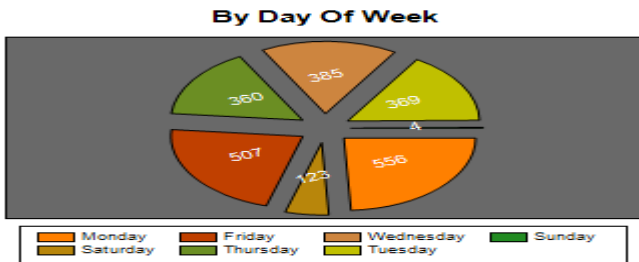
Total Income (Unofficial): \$6,050.00

	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	FAC Admissions	Center Programs	FAC Programs	Center Rentals	Aud Rentals	FAC Rentals	Miscellaneous	Notes
TOTALS	\$2,355.00	\$546.50	\$3,148.50	\$6,050.00	\$4,262.00	\$0.00	\$0.00	\$1,136.00	\$0.00	\$100.00	\$550.00	\$0.00	\$2.00	Truck Garden Donation

Total Memberships/Day Passes/Coupon Books Sold: 512



Total Membership Attendance: 2,304



York University Attendance: 0

Adult/Community/Youth Programs/Leagues:

Adult Programs/Leagues: Lap Swim, Water Walking, Senior Water Aerobics, Water Aerobics, Coed 6's Sand Volleyball League, Noon Ball, & Coed Softball League

Community Programs/Leagues: Story Walk, Pickleball Open Rec, Family Fun Night, Floaty Fridays, Yoga, Dive-In Movie, Transportation Exploration, City-Wide Water Fight, Soaring High, Beach Party, Art in the Park, Kooky Carnival, & Midnight Swim

Youth Programs/Leagues: Sandbox Saturdays, Toddler Time, *NEW* Busy Bees, Summer Camp, Baking the 4-H Way, Swim Lessons, Float 4 Life, Little Movers & Shakers, Artistic Me!, & Junior Lifeguarding

Family Aquatic Center

Total Admissions Income (Unofficial): \$13,232.05

	CASH	CHECK	CREDIT	FAC TOTAL	FAC Admissions	FAC Programs	FAC Rentals	Swim Team Fees	FAC Attendance
TOTALS	\$6,203.05	\$3,432.00	\$3,597.00	\$13,232.05	\$11,382.05	\$0.00	\$1,850.00	\$0.00	6188

Total Concessions Income (Unofficial): \$10,534.13

	CASH	CHECK	CREDIT	TOTAL
TOTALS	\$7,781.76	\$187.00	\$2,565.37	\$10,534.13

Ballpark Complex

Total Income (Unofficial): \$27,385.42

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees	Split % w/	Notes
TOTALS	\$14,985.81	\$9,929.00	\$2,470.61	\$27,385.42	\$18,190.17	\$120.25	\$8,875.00	\$0.00	\$0.00	\$200.00	\$0.00	

Rentals/Reservations			
Location	Amount	Type	Notes
Community Center	92	YPR Programs/Leagues: Adult Lap Swim, Senior Water Aerobics, *NEW* Busy Bees, Noon Ball, Yoga, Little Movers & Shakers, & Artistic Me! Party Packages: Birthday Parties	
Family Aquatic Center	105	YPR Programs/Leagues: Adult Lap Swim, Adult Water Walking, Toddler Time, Adult Water Aerobics, Lifeguard Staff Weekly Inservice, Family Fun Night, Floaty Fridays, Session 3 Swim Lessons & Float 4 Life, Summer Camp, Dive-In Movie, Beach Party, Junior Lifeguarding, Kooky Carnival, & Midnight Swim York Dolphins Swim Team Relays, After Hours Parties (York Dolphins Swim Team, Family Reunion, Emmanuel-Faith Lutheran Churches, YHS Football Team, York General Hospital, & Arbor Drive Community Church) & Splash Parties (Birthday Party)	
Ballpark Complex	103	TOTAL	
Batting Cages	22	Fusion Softball Practices & Tryouts, Knights Baseball Practices, & York Cornerstone Kings American Legion Baseball Practice	
Fields	81	Nebraska Prime Fastpitch Softball Practices & Tournament, Knights Baseball Practices & Games, Fusion Softball Practices, Tryouts, & Tournament, YHS Softball Practices, & Cornhusker State Games Tournament	
Auditorium	50	YPR Programs/Leagues: Pickleball Open Rec, Summer Camp, Noon Ball, & Cornhole Tournament YHS Volleyball Team Camp, Family Reunion, Police Training, & Church Potluck	
Parks/Fields	55	TOTAL	
East Hill Park	11	YPR Programs: Sandbox Saturdays, Coed 6's Sand Volleyball League, Summer Camp, & Art in the Park & YHS FFA Coed Sand Volleyball Fundraiser	
Foster Park	0	None	
Harrison Park	14	YPR Programs: Coed 6's Sand Volleyball League & Summer Camp, St. Joseph Catholic School Party, & Four Corners Health Department Party	
Miller Park	1	Arbor Drive Community Church Gathering	
Mincks Park	3	YPR Program: Soaring High, Disc Golf Tournament, & Birthday Party	
Beaver Creek Field	0	NONE	
Levitt Stadium Field	2	York Cornerstone Kings American Legion Baseball Jr Game & Senior Games	
Miller Park Fields	24	YPR Programs/Leagues: Coed Softball League Practice & Games Knights Baseball Practices & Games, Special Olympics Practices, Fusion Softball Pitchers Practice, Nebraska Prime Fastpitch Softball Tryout, & Arbor Drive Community Church Pick Up Game	

Supply Works	
Airport	\$0.00
Auditorium	\$541.99
Ballpark Complex	\$0.00
City Offices	\$34.56
City Shop	\$29.68
Community Center	\$283.22
Family Aquatic Center	\$0.00
Fire Department	\$259.26
Library	\$53.79
Parks	\$394.36
Police Department	\$90.78
Wastewater	\$0.00
TOTAL	\$1,687.64

Report Completed by Cheree Folts, Director of Parks and Recreation 8/10/2023



Fire Department
815 N. Grant Ave.
York, NE 68467

York Fire Department Monthly Report July 2023

The York Fire Department responded to 154 calls for service for the month of July 2023. So this was a very busy month for us. We had 22 instances where we had 2 calls going at the same time. On the 4th of July, we had 5 calls within an hour. All were handled by our on-duty staff, off-duty callback, and our volunteer firefighters. We had 104 – 911 EMS calls for the month of July. We did 29 transfers of patients to other hospitals. We had 21 fire calls for the month. 7 automatic fire alarms, 4 rubbish or outside fires, 3 grass fires, 2 gas leaks, 1 weather watch, 1 vehicle fire with little or no damage, 1 powerline down, 1 citizen complaint of illegal burning, and 1 standby.

Our activities for the month of July started with a captain's meeting. We discussed the relocation of some rescue tools on the engine. This allows us to respond to car accidents with injuries with an engine 2nd out to make sure we have water on the scene if we have to do an extrication. We also discussed the RFQs we received and to make sure we review them and score them. On July 7th we had a 911 comms committee meeting. The major item of discussion was the budget. On July 10th the fire chief was interviewed by a crew from Iowa Public Broadcasting. They were interested in knowing how we would do a grain bin rescue, the risks involved, and the training needed. They also talked to us about the use of a grain weevil, which is a new robotic product that is put in a grain bin to break up any crusts that may have developed in the bin. The idea is to keep our farmers out of the bin and keep them safe. The grain weevil was made by a farmer in Aurora, Nebraska. This segment is to run in October on the IPB show Market to Market. 2 out of 3 captains and I toured the Beatrice Fire Station to get an idea of new fire station construction. On the 19th the fire chief and the York Fire Department delegates attended the York County Mutual Aid Association quarterly meeting in Henderson. Recruitment and retention of volunteer firefighters was the main topic of discussion. The fire station build committee met a couple of times during the month to discuss the new fire station build.

Our training for the month involved rope rescue. On the 18th we did a knot-tying and rescue system class. Taught by FF Lambert and Chief Bestwick. On the 25th we did some repelling and set up a rescue system. FF Traudt continued his medic class. FF Parsons completed the testing process for EMT and is now a state-licensed EMT. FF Billington continues his EMT class. Our training for the month totaled 210 hours. Our shift training included some bin rescue and ambulance operations.

Respectfully submitted,

Anthony Bestwick
York Fire Chief

Kilgore Memorial Library
Director's Report
Prepared for the August, 2023
York City Council meeting

1. The Kent Bedient Gallery and the Elmer Baker display case are empty at this time.
2. Seward defeated York in the summer reading SMACKDOWN for adult readers. The final tally was Seward 2,605 York 2238.
3. Through a new partnership with Allo Fiber, the Friends of the Library and other partners the library is hosting a Summer Music Series with live music provided by local musicians who have been selected to perform by local music instructor, Amy Fraser. This wonderful new event for the community is scheduled every week of Farmer's Market through September 28. Sales for the Farmer's Market begins at 5:00, music begins at 5:30. Come to the library, shop, eat, and bring a lawn chair to enjoy the free concert!
4. The Community Leadership Book Club continues to meet the last Friday of each month. After finishing a three-month discussion of the book *Leadership in Turbulent Times* by Goodwin we are ready to discuss leadership from the eye of an athletic coach by discussing the book *Talent and the Secret Life of Teams*, by Terry Pettit. New members are always welcome to join our discussion!
5. After two resignations we are working to fill a Library Assistant II and I position. The Library Assistant II position is for an assistant in our Youth Services department and the Level I position is for a shelver in the Public Services division of the library.
6. Our partnership with the Alzheimer's Association of Nebraska continues this month. We will be hosting the second session in their outreach series on topics surrounding the disease, Alzheimer's. This month's topic is *Healthy Living for Your Brain and Body*. Join us Tuesday, August 29 at 10:00 am.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Year to Date
Added to Physical Collections	235	310	383	194	243	272	287	189	335	357			2,805
Added to E-Book Collections	379	355	474	712	505	562	273	607	580	321			10,537
Physical item circulation	5,032	4,729	2,698	4,844	4,733	5,538	3,028	5,481	6,198	6,125			48,406
E-books Circulations	1,405	1,427	1,447	1,629	1,555	1,758	1,675	1,952	1,862	2,055			16,765
New Patrons	28	18	26	30	35	33	50	159	186	172			1,238
Public Computer logins	675	538	480	595	553	783	682	584	688	704			6,282
Door Count	3,051	2,811	2,592	2,905	2,929	2,894	3,020	2,874	4,036	3,522			30,634
Website visits	2,216	1,852	1,569	1,909	1,795	1,916	2,260	1,688	1,501	1,436			18,142
Meeting Room Use	1,258	301	209	300	483	813	521	440	1,576	356			6,257

Data Type	Total 2022	Total 2021	Total 2020
Physical Collections	62,255	64,107	63,321
E-Book Collections	59,624	52,789	57,200
Physical item circulation	63,625	58,648	45,885
E-book Circulations	17,362	17,647	16,935
Registered Borrowers	4,077	5,104	5,348
Public Computer logins	6,849	6,445	6,391
Door Count	36,648	48,055	36,276
Website visits	47,270	49,025	51,633
Meeting Room Use	5,239	3,000	3,576

Data for annual report to Nebraska Library Commission submitted 1-23-2023.

POLICE DEPARTMENT MONTH END REPORT

July 2023

CFS = CALLS FOR SERVICE

Accidents calls in total	16
Cases	10
CFS only	6
Property damage accidents	8
Hit & run accidents	7
Personal injury accidents (persons injured – 0)	1
Fatality accidents	0
Number of vehicles involved in accidents	32
 Total Mileage patrolled	 12,106
(800- 0; 801- 957 ; 802 –432 ; 803 – 4049 ; 804 – 3000; 805 – N/A; 806 –1811; 809-- 1857)	
 Total Calls for Service (CFS)	 818
 Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health)	
T-Citations –17; P-Citations – ;	
T-Warnings –22; P-Warnings -5; A-Warnings – ; H-Warnings -	
P-Non-moving Violation--3; Defects— 9; H-Notifications --34;	
Verbal Warnings (all) --183;	
 Health/Vegetation CFS	 35
Animal/dog bite CFS	44
Parking related CFS	19
Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol, hitchhiker etc).	32
School checks	0
Welfare Checks	38
Alarms (Business/Residential)	19
Traffic related CFS (Stops-Offenses-Mot. Asst-)	275
Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction).	8
HHS-Child Abuse/Neglect-Adult Protective Services	20
Assaults/Sexual Assaults reports/investigated	6
Disturbance/Disorderly Conduct CFS	25
Vandalism/Property Damage (Criminal Mischief) reported/investigated	13
Burglary/Larceny/Robbery (theft/motor veh)/Forgery/Fraud reported/investigated	35
Criminal Offenses (Cases Made)	62
-Citations in lieu of Arrest.	11
-Arrests	10



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

May — 2023

STREET DEPARTMENT

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

Street	109	Airport	2	Park	24	Fire	4
Police	0	Landfill	16	Wastewater	10	Water	1

The street sweeper operated 99 hours in May, during which time 250 miles were swept and 60 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	84
Right-of-way maintenance	162
Gravel street/alley maintenance	147
Snow removal	0
Mowing/weed control	62
Tree/shrub maintenance	14
Paved surface maintenance	149
Equipment services	0
Sidewalk repair	0
Traffic signing/signal installation/repair	40
Shop cleaning	17
Storm sewer repair	63
Property maintenance	51
Trash removal	4
Building maintenance	1
System maintenance	15
TOTAL	809

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Trash removal	56
Restroom cleaning	82
Property maintenance	164
Mowing/weed control	437
Tree/shrub maintenance	127
Building maintenance	31
Ball field maintenance	116
Playground equipment maintenance	0
General maintenance	104
System maintenance	120
Street/Sidewalk clean	2
Paved surface maintenance	31
TOTAL	1270

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	7
Building maintenance	29
Property maintenance	25
TOTAL	61

WASTEWATER TREATMENT PLANT

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

	Last Month	2023	2022	Units
Total flow	29,564,577	26,068,247	36,776,800	gallons
Average flow/day	98,549	84,091	1,225,893	gallons
Average flow/person	123.19	105.11	153	gallons
Grit and screenings to landfill	115.52	123.43	1.39	tons
Bio solids wasted	2.270932	1.950841	1.53135	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	149
Laboratory testing	74
Sludge removal	18
Equipment maintenance	138
Building maintenance	34
Sewer system maintenance	123
Property maintenance	38
One-call locates	20
Mow & weed control	55
TOTAL	649

WATER DEPARTMENT

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

	Last Month	2023	2022	Unit
Total water pumped	32,386,000	61,102,000	36,874,000	gallons
Total water billed	22,783,672	22,925,745	19,600,883	gallons
Average use per day	1,044,710	1,971,032	1,189,484	gallons
Average use per person	131	246	149	gallons
Total electricity used	53,431	91,291	54,719	kW
Pumps yield	606	669	674	gallons/kW
Peak pumping date	8 th	31 st	31 st	
Peak amount	1,598,000	3,132,000	1,778,000	gallons

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

	2023	2022
Water bills	1725	1729
Sewer bills	1658	1660
New taps	0	¾" – 5, 1" – 1
Service leaks	0	0
Main leaks	0	0
Diggers Hotline calls	431	235

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	25
Meter reading	32
Meter maintenance	0
Pump/well maintenance	4
Final notice collection	0
Distribution maintenance	427
One-call locates	28
Property maintenance	27
General maintenance	34
Mow & weed control	6
Street / sidewalk clean	3
Paved surface maintenance	19
Lab wages	5
Meter install	1
TOTAL	611

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2023		2022	
	Trips	Tons	Trips	Tons
Landfill	674	2249.33	811	2577.01
C & D	514	1200.15	132	420.05
Transfer Station	474	448.39	282	120.61
Brush Pile	144	62.39	166	116.32
Tire Pile	5	0.00	7	0.00
Metal Roll-off	12	0.00	9	0.00
Total	1823	3960.26	1407	3233.99

Revenue collected during May totaled \$180,876.05. The same period last year totaled \$127,119.29.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	202
Landfill Equipment	510
Wind screen & litter control	0
Recycling Act	0
Property maintenance	4
Mow & weed control	8
TOTAL	724

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	63
Building maintenance	0
Mowing/weed control	0
TOTAL	63

CONVENTION CENTER

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	15
Building maintenance	0
Mowing/weed control	0
Sidewalk repair	3
TOTAL	18

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	809	19	5.1
Parks/Com Center/Aud/FAC	1331	31	8.3
Landfill	724	17	4.5
Wastewater	649	15	4.1
Water	724	17	4.5
Airport	63	1	0.4
Convention Center	18	0	0.1
TOTAL	4318	100	27

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2023	2022	Permits Issued:	2023	2022
Building	89	45	Building	135	32
Electrical	33	32	Electrical	11	11
Plumbing	25	25	Plumbing	1	9
Mechanical	10	25	Mechanical	6	12
Nuisance	0	15	Curb/Street	6	5
Total	157	142	Total	159	69

One hundred thirty-five (135) permits were issued in May for a value of \$10,542,684.42, which brings the total for the year to \$25,681,213.94. (See attached.)

Permits of note issued:

• Sukup Manufacturing	New Office Building	\$27,715,354.00
• York General Hospital	Expansion	\$4,865,264.00
• Clark Pickrel	New Garage	\$125,000.00
• PTSUA	Canvas Building	\$450,000.00
• BGIN Infrastructure	Pavement Fence Date Container Footing	\$695,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works met May 16, 2022. Minutes of the meeting are attached.

Board of Public Works
May 16, 2023 4:00 PM
City Administrator's Office

Attendance taken at 4:00 P.M.

Present Board Members:

Marlowe Wall
Matt Leif
Kenny Ekeler
Bill Williamsen
Carston Staehr

Absent:

Also Present:

James Paul, Director of Public Works

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

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

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

4. Farm Management Report

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

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

5. Wastewater Financial Reports

Motion Passed: The April Wastewater Financial Report passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

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

6. Water Financial Reports

Motion Passed: The April Water Financial Report passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

7. Wastewater Claims

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

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

8. Water Claims

Motion Passed: The April Water Claims passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

Meeting adjourned at 4:16 P.M.

Cindy Pettygrove

Building Permits issued in May 2023

03-Aug-23

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100461	Bret Burnham	227 N Grant Ave		Reside	3,000.00
100469	Russ Powell	1511 N Michigan Ave		Kitchen Cabinets, Flooring	25,000.00
100470	Dan Keller	1420 Road N Suite D		Fence	1,500.00
100466	Mary Boyer	136 Beech Ave		Egress	2,900.00
100465	Matthew Meyer	722 N York		Windows, Inclose Front Porch	2,000.00
100468	Tim Arndt	900 St Andrews		Fence	1,721.65
100473	Alex Anstine	1012 Kiplinger		Reroof	15,000.00
100482	Robert George	912 St. Andrews Ct.		Reroof	26,200.00
100479	Janielle Lindburg	11 Eastridge Dr S		Reroof, Gutters	4,000.00
100489	First Lutheran Church	1211 E 14th St		Fence	500.00
100495	Ray Boston	402 N Michigan Ave		Replace Deck with Pateo and Small	1,500.00
100491	Gene Green	126 N Burlington Ave		Privacy Fence	900.00
100490	Gregg Heiden	1000 Duke Dr		Reroof and Reside	30,000.00
100492	Upper Big Blue NRD	319 E 25th St		Reroof	74,500.00
100493	Blaine Johnson	1544 Duke Dr		Reroof	14,400.00
100494	Tom Vanous	1020 E 3rd St		Reroof	14,600.00
100518	Matthew Fike	611 High St		Reroof Reside gutters	30,500.00
100517	Robert Feldman	6 Eastridge Dr S		Fence	7,837.11
100516	Gary Rasmusen	216 W 7th St		Reroof Reside Gutters	14,000.00
100515	Allison Kopcho	415 N Michigan Ave		Reroof Reside Gutters	12,000.00
100514	Brandon Osentowski	827 N East Ave		Reroof Resdie Gutters	12,000.00
100508	Sunset Bowl & Lounge	1923 N Lincoln Ave		Reroof, Insulation	93,000.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100511	Kodie Mcaulay	627 N Blackburn ave	Reroof	13,257.00
10509	Doug Knapp	305 W 11th St	Reroof Resdie Gutters	15,000.00
100510	Valerie Brown	815 Iowa	Reside	20,000.00
100504	Bernice Junge	139 N Delaware	Reroof Reside	9,800.00
100506	Jean Vincent	825 E 6th St	Reroof Reside	16,500.00
100507	William Williamsen	216 E 3rd St	Reroof Reside	20,900.00
100505	Sheila Woodward	18 Arbor Ct	Reroof Gutters	12,500.00
10501	Rudi Heinze	1303 Mckaig Ave	Garage with Patio & Fence	25,000.00
100500	Elijah Mason	1015 N Grant Ave	Reroof Gutters	3,187.00
100496	Jeff Mierau	411 Florida Ct.	Reroof	16,700.00
100497	York Physical Therapy	2835 N Nebraska Ave	Reroof	72,300.00
100533	Michael Teetor	825 S Cowan Ave	Fence	4,000.00
100532	Cole Plock	727 S Cowan Ave	Fence	2,000.00
100519	Alicia Burnham	1525 Raell Dr	Egress Window	3,215.00
100484	Champion	3200 Enterprise Ave	Sign	
100483	Champion	3200 Enterprise Ave	Sign	
100535	Michael Knehans	201 N Grant Ave	Reroof	7,000.00
100534	Josh Hoffman	211 N Iowa Ave	Reroof & Gutters	9,057.23
100549	Andrew Borden	26 Eastridge Ave	Driveway	5,000.00
100546	Matt Holthe	1717 Duke Circle	Reroof	6,908.00
100547	Amanda Peterson	726 N Florida	Reroof Gutters	5,000.00
100561	Randy Cordes	521 N Iowa Ave	Reside	30,000.00
100560	Dave Mettsbrink	702 N Iowa Ave	Refoof	40,000.00
100558	Josie Lee	1309 Kiplinger Ave	Reroof	11,160.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100559	Steve Welch	1609 E 6th St	Reroof Gutters	39,416.94
100557	Dustin Roberts	515 N Florida Ave	Reside & Front Porch	5,000.00
100555	Dan Cole	218 E 4th St	Adding Bathroom	7,000.00
100553	Carol Brozovsky	819 S Cowan Ave	Reroof	9,700.00
100550	Grant Miller	1730 N Grant Ave	Reroof	9,600.00
100551	Bob McAlevy	1816 N Platte Ave	Reroof	9,800.00
100552	Benny Gdowski	329 N Blackburn Ave	Reroof	13,500.00
100567	Blue Valley Community Action	3401 N Lincoln Ave	Reroof Gutters	36,892.00
100566	Jonathan Riggs	626 W 8th	Reroof Gutters	6,000.00
100565	Nick Crosnoe	1025 N Burlington	Reroof	2,928.00
100564	Bill Donovan	208 N Grant	Reroof	4,750.00
100562	Travis Suhr	27 Arbor Ct	Install Header & Remove Interior w	2,000.00
100474	Faith Lutheran Church	1214 Ohio Ave	Fence	884.67
100576	Chad Phinney	4 Country Club Tr	Reroof	12,600.00
100582	Joshua Scheffler	824 N Florida Ave	Reroof Reside Gutters	10,000.00
100581	Jeffery Mckinney	29 Eastridge Drive S	Reroof Gutters	10,000.00
100580	Joshua Givens	932 Woodcrest Ct	Reroof Gutters	10,000.00
100579	Kenneth Morner	1336 Harre Ln	Reroof Gutters	10,000.00
100578	Jamie Moore	1614 E 4th St	Reroof Reside Gutters	10,000.00
100583	Tim Kahler	625 N Division Ave	Reroof Gutters	8,531.56
100573	Keith Kopcho	1933 East 17th St	Shed, Cement Floor	5,000.00
100572	Jeremy Hoffman	403 N Iowa Ave	Reroof Gutter	11,232.85
100575	Jake Brooke	128 N Blackburn Ave	Reroof	4,500.00
100600	Joel Troster	400 S Delaware Ave	Reroof	10,000.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100569	Sukup Manufacturing	2311 N Division Ave	New Office Building	2,715,354.00
100598	Evan Fowler	1619 Meadow Ln	Reroof	6,000.00
100595	Hyvee- Patriot Petes	220 E Nobes Rd	Sign Permit	0.00
100584	Aspen Builders	1707 N Washington Ave	Finish Basement, Bathroom, Bedroo	21,500.00
100586	Alicia Burnham	1525 Raell Dr	Egress Window Install	3,215.00
100585	Joe Johnson	1 Fairview Dr	Reroof	22,689.49
100587	Kathleen Griess	628 W 7th St	Reroof	13,688.09
100591	York General Hospital	2600 N Lincoln	Expansion	4,865,264.00
100606	Region V Services	1422 East 4th St	Reroof Reside	44,400.00
100605	Region V Services	21 Fairview Dr	Reroof	15,500.00
100608	Region V Services	421 N Michigan Ave	Reroof Reside	20,400.00
100607	Region V Services	203 N Iowa Ave	Reroof	12,200.00
100604	Cottonwood Meadows	1 York Mobile Plz	Add Deck to Office	12,000.00
100663	Clark Pickrel	1326 N Mckaig	New Garage	125,000.00
100665	PTUSA York LLC	2941 N Division Ave	Canvas Building	450,000.00
100654	Jerry Wilkinson	120 N Nebraska St	Reroof	9,045.00
100661	Trinity Foreman	821 E 12th St	Reroof	9,400.00
100658	Trinity Foreman	506 N Burlington	Reroof	6,800.00
100659	Trinity Foreman	514 N Burlington	Reroof	14,900.00
100660	Trinity Foreman	421 E 6th St	Reroof	10,100.00
100655	John Wochner	813-815 Burlington Ave	Reroof	13,400.00
100656	John Wochner	812-818 Burlington Ave	Reroof	14,800.00
100652	Jeff Beins	228 Nebraska Ave	Remodel	4,000.00
100651	Brandon Betka	516 Thompson Ave	Fence	8,500.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100644	Garrett Schwarz	703 S Cowan Ave	Fence	2,000.00
100645	Philip Seevers	1819 N East Ave	Reroof Gutters	11,933.00
100646	Cloe Staehr	623 Kingsley Ave	Reside Fascia	17,960.00
100647	Debra Reetz	1214 N Grant Ave	Reroof	17,000.00
100648	Richard Meyer	302 N Iowa Ave	Reroof	18,000.00
100649	John Wochner	709-711 Iowa Ave	Reroof	17,300.00
100650	Emily Klein	517 N Ohio Ave	Egress Install & Well	9,134.92
100642	Clark Kirkpatrick	1815 N East Ave	Reroof Gutters	10,311.00
100588	BGIN Infratructure	605 W 25th	Pavement Fence Data Container Foo	695,000.00
100638	Arlene Smith	1632 W 12th St	Reroof	2,096.75
100612	Patty Wolstenholm	940 Valley View Ct	Reroof	8,369.00
100630	Jane Rhodes	1309 Maine	Reroof	6,900.00
100629	Doug Heiden	1325 Pennsylvania Ave	Reroof	14,205.00
100628	Roger Peterson	410 E S 13th St	Reroof	34,002.00
100627	David Gartner	936 Woodcrest Ct	Reroof	14,300.00
100626	Travis Porter	8 Eastridge Dr S	Reroof	8,500.00
100625	Kathy Baumann	619 N Delaware Ave	Reroof	5,065.00
100624	Carolyn Nielson	1725 N Grant Ave	Reroof	4,580.00
100623	Jeff Erickson	328 Thompson	Reroof	14,200.00
100622	Ashley Kaltenback	1006 E 12th St	Reroof	11,900.00
100621	Steve Peterson	1606 N Washington Ave	Reroof	14,500.00
100620	David Eigenberg	2136 E 16th St	Reroof	11,362.00
100619	Edith Kleen	1221 E 6th St	Reroof	10,282.00
100618	Randy Drew	635 E 7th St	Reroof	21,600.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100617	Russell Crouch	1603 Clearview Blvd	Reroof	16,200.00
100616	Bob Lewis	410 Michigan	Reroof	7,430.00
100615	Larry Baldwin	627 N Florida	Reroof	9,665.00
100614	Gary Hall	1609 Lauren Ave	Reroof	16,160.00
100631	Chad Belt	923 Parkridge Ct	Reroof Gutters	4,000.00
100633	Scott West	1722 N Grant Ave	Reroof Gutters	16,936.03
100632	HHH Properties	625 S Lincoln Ave	Reside	7,000.00
100635	Emily Becker	1217 N Grant Ave	Reroof	15,000.00
100613	Jeanne Huff	1411 E Lawn Plaza Dr	Reroof	11,200.00
100611	Allan Zavodny	1018 E 12th St	Reroof	10,200.00
100610	Susan Urkoski	110 S Paraadise Ln	Reroof	13,200.00
100609	Kimberly Sceperr	941 Woodcrest Ct	Reroof	11,120.00
100693	Jessica Groenke	1233 N Kiplinger	Reroof Gutters	3,000.00
100698	Faith Lutheran Church	1214 N Ohio Ave	Reroof Gutters	4,000.00
100675	Faith Lutheran Church	1604 E 13th St	Reroof Gutters	5,000.00
100671	Michelle Hying	1412 W Ohio Ave	Fence	5,538.13
100568	Candido Rodriguez	56 York Moble Plaza	Remodle Mobile Home	3,500.00
				\$10,542,684.42
				Permits Issued: 135



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

June — 2023

STREET DEPARTMENT

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

Street	85	Airport	0	Park	18	Fire	0
Police	0	Landfill	0	Wastewater	7	Water	11

The street sweeper operated 22 hours in June, during which time 66 miles were swept and 18 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	131
Right-of-way maintenance	70
Gravel street/alley maintenance	27
Snow removal	0
Mowing/weed control	148
Tree/shrub maintenance	2
Paved surface maintenance	785
Equipment services	0
Sidewalk repair	0
Traffic signing/signal installation/repair	66
Shop cleaning	13
Storm sewer repair	0
Property maintenance	22
Trash removal	12
System maintenance	8
Lane & curb painting	5
TOTAL	1289

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Trash removal	51
Restroom cleaning	83
Property maintenance	178
Mowing/weed control	421
Tree/shrub maintenance	303
Building maintenance	0
Ball field maintenance	103
Playground equipment maintenance	0
General maintenance	57
System maintenance	21
Paved surface maintenance	24
Traffic sign install / repair	4
TOTAL	1245

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	0
Building maintenance	0
Property maintenance	13
TOTAL	13

AUDITORIUM

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	0
Mowing/weed control	0
Building maintenance	0
Property maintenance	2
TOTAL	2

WASTEWATER TREATMENT PLANT

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

	Last Month	2023	2022	Units
Total flow	26,068,247	26,666,970	34,329,024	gallons
Average flow/day	84,091	88,889	1,144,301	gallons
Average flow/person	105.11	111.11	143	gallons
Grit and screenings to landfill	123.43	71.23	72.8	tons
Bio solids wasted	1.950841	1.67596	1.232436	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	155
Laboratory testing	64
Sludge removal	11
Equipment maintenance	144
Building maintenance	31
Sewer system maintenance	91
Property maintenance	59
One-call locates	21
Mow & weed control	18
Tree & shrub maintenance	4
Utility repairs	3
TOTAL	601

WATER DEPARTMENT

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

	Last Month	2023	2022	Unit
Total water pumped	61,102,000	74,842,000	47,405,000	gallons
Total water billed	22,925,745	57,417,090	38,149,980	gallons
Average use per day	1,971,032	2,414,258	1,529,194	gallons
Average use per person	246	302	191	gallons
Total electricity used	91,291	117,359	68,763	kW
Pumps yield	669	638	689	gallons/kW
Peak pumping date	31 st	14 th	30 th	
Peak amount	3,132,000	3,737,000	2,766,000	gallons

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

	2023	2022
Water bills	1870	1857
Sewer bills	1793	1780
New taps	1" – 2	¾" – 1, 1" – 2
Service leaks	0	0
Main leaks	0	0
Diggers Hotline calls	390	166

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	26
Meter reading	28
Meter maintenance	0
Pump/well maintenance	0
Final notice collection	0
Distribution maintenance	231
One-call locates	26
Property maintenance	0
General maintenance	22
Building maintenance	66
Utility repairs	4
Paved surface maintenance	31
TOTAL	434

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2023		2022	
	Trips	Tons	Trips	Tons
Landfill	684	2396.53	830	2652.67
C & D	432	1208.07	231	640.28
Transfer Station	402	147.28	183	45.97
Brush Pile	193	151.23	720	211.26
Tire Pile	4	0.00	3	0.00
Metal Roll-off	4	0.00	4	0.00
Total	1719	3903.11	1971	3550.18

Revenue collected during June totaled \$178,495.00. The same period last year totaled \$176,585.94.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	77
Landfill Equipment	652
Wind screen & litter control	0
Recycling Act	0
General maintenance	2
TOTAL	731

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	95
Building maintenance	0
Mowing/weed control	0
System maintenance	12
Property maintenance	12
TOTAL	119

CONVENTION CENTER

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	0
Building maintenance	11
Mowing/weed control	0
TOTAL	11

COMMUNITY CENTER

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	3
Building maintenance	0
Mowing/weed control	0
TOTAL	3

LIBRARY

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	11
Building maintenance	2
General maintenance	4
Tree / shrub maintenance	5
TOTAL	22

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	1289	29	8.1
Parks/Com Center/Aud/FAC	1263	28	7.9
Landfill	731	16	4.6
Wastewater	601	13	3.8
Water	434	10	2.7
Airport	119	3	0.7
Convention Center	11	0.5	0.1
Library	22	0.5	0.1
TOTAL	4470	100	28

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2023	2022	Permits Issued:	2023	2022
Building	107	61	Building	126	45
Electrical	37	44	Electrical	12	11
Plumbing	24	32	Plumbing	5	4
Mechanical	28	35	Mechanical	31	12
Nuisance	0	10	Curb/Street	1	3
Total	196	182	Total	175	75

One hundred twenty-six permits were issued in June for a value of \$3,757,860.43, which brings the total for the year to \$29,439,074.37. (See attached.)

Permits of note issued:

- Gary Olson Reroof, reside \$360,400.00
- Stacy Schlechte Reroof \$290,000.00
- Townhouse Condominium Reroof \$103,900.00
- Epworks LLC Kitchen & bath renovation \$100,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works met June 13, 2022. Minutes of the meeting are attached.

Board of Public Works
June 13, 2023 4:00 PM
City Administrator's Office

Attendance taken at 4:00 P.M.

Present Board Members:

Marlowe Wall
Matt Leif
Kenny Ekeler
Bill Williamsen
Carston Staehr

Absent:

Also Present:

James Paul, Director of Public Works

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

Motion Passed: Minutes of the May meeting passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

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

4. Farm Management Report

Motion Passed: The May Farm Management Report passed with a motion by Matt Leif and a second by Bill Williamsen.

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

5. Wastewater Financial Reports

Motion Passed: The May Wastewater Financial Report passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

6. Water Financial Reports

Motion Passed: The May Financial Report passed with a motion by Marlowe Wall and a second by Bill Williamsen.

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

7. Wastewater Claims

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

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

8. Water Claims

Motion Passed: The May Water Claims passed with a motion by Kenny Ekeler and a second by Carston Staehr.

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

Meeting adjourned at 4:15 P.M.

Cindy Pettygrove

Building Permits issued in June 2023

03-Aug-23

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100692	York Farm Supply	3420 N Lincoln Ave		Equipment Storage Building	80,000.00
100700	Gary Olson	828 N Iowa Ave		Remodel Reroof Reside	360,400.00
100699	Crystal Newman	514 Beaver Ave		Reroof Facia	22,000.00
100694	First United Evangelical Luthera	1211 E 14th St		Ceiling Remodel	20,000.00
100696	Jared Leinen	38 Eastridge Drive South		Remodel Kitchen Bathroom Main Fl	90,000.00
100703	Tom McKenny	104 Ash Ave		Reroof Gutters	28,000.00
100690	Gary Osentowski	128 S Lincoln		Reroof	25,000.00
100691	Ryan Autobee	603 W 8th		Fence	1,992.00
100686	Jeannie Reetz Geis	417/419/423 E 7th		Reroof Gutters	17,000.00
100687	Jeannie Reetz Geis	426 E 6th St		Reroof Gutters	8,000.00
100676	Frank Dorcey	103 S Michigan Ave		Reroof Reside Gutters	30,000.00
100677	Christine Hiett	637 E 9th St		Reroof Reside Gutter	25,000.00
100678	Leann Rentals	814/816 N Nebraska Ave		Reroof Gutters	22,500.00
100679	Leann Rentals	838/840 Country Club Driv		Reroof Gutters	10,000.00
100680	Chris Grant	424 S Paradise Lane		Reroof Gutters	30,000.00
100681	Mary Elkins	31 Edison Ave		Reroof	6,790.00
100682	Greg Bay	1116 E 12th St		Reroof	9,640.00
100683	Karen Blasé	3 Arbor Heights		Reroof Gutters	15,000.00
100684	Leann Rentals	1318 Indiana Ave		Reroof Gutters	15,000.00
100685	Kelly Bukaske	1835 Paradise Pond View		Reroof Gutters	25,000.00
10674	Upper Big Blue	319 E 25th St		Metal Storage Building	290,000.00
100669	Stacy Schlechte	16 arbor Heights		Reroof	13,500.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100670	Damon Winn	1503 Meadow Lane	Fence	3,500.00
100672	James Conner	1526 N Ohio Ave	Reroof	30,100.00
100673	Linda Jensen	1224 E 6th St	Reroof	12,800.00
100713	Kuzelka	9 Fairview Dr	Reroof Reside Gutters	18,000.00
100712	Brandon Sutton	913 N Blackburn Ave	Reroof Gutters	11,325.40
100716	Townhouse Condominium	208 E 5th	Reroof	103,900.00
100711	Nathan Smith	1408 E 8th	Reroof	3,000.00
100767	Sheldon Sandall	2218 E 16th	Fence	5,811.84
100765	Chris Grieb	90 Ash Ave	Add Covered Deck	20,000.00
100764	Brady Fickenscher	304 S Delaware Ave	Reroof	32,053.00
100761	Curtis Forsch	20 Arbor Ct	Reroof	9,500.00
100760	Curtis Forsch	211 E 19t St	Reroof	12,000.00
100759	Curtis Forsch	1024 N Blackburn Ave	Reroof	12,500.00
100758	Curtis Forsch	1122 N Nebraska Ave	Reroof	15,000.00
100750	St Joseph School	428 N East Ave	Deck and Shed	4,083.00
100749	Robert Cordes	1506 Meadow Ln	Reroof	9,800.00
100748	Mike Brackhan	1804 N Delaware Ave	Reroof	15,400.00
100747	John Sozio	3402 S Lincoln Ave	Entryway Rebuild	8,000.00
100746	Sharpstone LLC	322 W 6th St	Reroof	9,900.00
100745	Sharpstone LLC	606 N York Ave	Reroof	11,300.00
100744	Sharpstone LLC	612 W 8th St	Reroof	5,300.00
100743	Sharpstone LLC	326 N Burlington Ave	Reroof	5,900.00
100742	Sharpstone LLC	550 W 7th	Reroof	4,075.00
100741	Sharpstone LLC	927 N Platte Ave	Reroof	12,750.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT	
100740	Sharpstone LLC	636 W 8th St	Reroof	4,625.00	
100739	Gaylen Thomsen	528 W 6th St	Reroof Reside Gutters	8,588.95	
100738	Gaylen Thomsen	905 E Nobes Road	Reroof Reside Gutters	19,648.84	
100737	Gaylen Thomsen	305 Academy Ave	Reroof Reside Gutters	31,110.65	
100736	Dennis Kohtz	151 Beech Ave	Reroof	16,300.00	
100735	Stanley Notle	1047 W Elm St	Reroof	13,200.00	
100734	Oscar Spader	1051 W Elm St	Reroof	13,200.00	
100733	Mike Kroker	1117 N East Ave	Reroof	15,000.00	
100732	George Wochner	1353 Harre Lane	Reroof	13,690.00	
100731	Chance Spicer	616 E 12th St	Deck	6,000.00	
100727	Carol Jayne	1823 N Platte Ave	Reroof	7,500.00	
100726	John Kayliff	723 Nicholas Circle	Fence	22,000.00	
100725	Margie Waller	1703 N York Ave	Reroof	3,414.75	
100724	Chad Hoffman	1211 Florida Ave	Reroof	25,000.00	
100723	The Car Connection	1725 N Iowa Ave	Reroof	47,000.00	
100722	Lori Medinger	1001 E 14th St	Reroof	11,500.00	
100721	Dan Smith	1005 N Greenwood	Fence	1,800.00	
100720	Jaculyn Walgren	827 S Country Club Dr	Reroof	13,900.00	
100783	Hayley Sandoz	725 Florida	Siding & Gutters	9,000.00	
100782	Kristi Weber	903/905 N. Iowa Ave.	905 N Iowa	Reroof, reside, gutters & downs	8,500.00
100781	Ballino	3900 S. Lincoln Ave.	Retail Sale of Fireworks		
100780	Ballino	614 S. Lincoln Ave.	Retail Sale of Fireworks		
100777	Fillman Insurance	503 N. Lincoln Ave.	Sign	1,602.13	
100778	Fillman Insurance	503 N. Lincoln Ave.	Sign	886.59	

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100779	Fillman Insurance	503 N. Lincoln Ave.	Sign	1,050.00
100776	Stephanie Andersen	1501 E. Lawn Drive	Reroof	7,157.17
100775	Tara Knapp	412 N. Blackburn Ave	Reroof	9,138.83
100774	Tabatha & Steven Guyton	632 E. 6th St.	Fence Replacement	5,677.68
100773	Merle Ehlers	1602 Clearview Blvd	Reroof	20,000.00
100772	Merle Ehlers	825/827 S. Country Club A 827 S Country Club Ave	Reroof	19,100.00
100792	John Jewell	1313 Meadow Lane	Kitchen Remodel Remove Door Inst	6,000.00
100789	Robert Woodruff	218 W 6th St	Reroof	28,000.00
100790	Megan Romero	139 S Florida Ave	Reroof Gutters Fascia	12,000.00
100791	Lee Batterton	3120 S Lincoln Ave	Reroof Siding Gutters	12,979.00
100788	Bill Hoefener	929 E 14th St	Reroof Gutters	8,000.00
100784	Raymond Mckenna	1615 Clearview Blvd	Reroof	13,700.00
100785	Tyler Bruch	217 N Delaware Ave	Reroof	34,000.00
100786	Larry Joy	9 Arbor Heights	Reroof Gutters	14,001.15
100798	Penner's Tire	902 N. Lincoln Ave.	Firework Stand	
100806	MWJ Inc.	1714 N. Lincon Ave.	Firework Stand	
100803	Donald Rossiter	919 E. 4th St.	Reroof, Gutters, Siding	10,000.00
100804	Brent and Kelly Turner	947 E. Nobes Rd.	Reroof, Gutters, Siding	15,000.00
100805	Choc Bowen	2405 E. 15th St.	Reroof, Gutters	12,000.00
100800	Ron Molt	126 W. Elm St.	Replace Shingles	9,039.00
100799	Jon Lormen	728 Cowan Ave	Reroof	17,000.00
100756	Epworks LLC	2119 N. Division Ave	Kitchen and Bath Renovations	100,000.00
100795	Bob Roth	408 N. Ohio Ave.	Reroof, Gutters	22,887.00
100796	Micheal Schmit	1803 N. Nebraska Ave.	Reroof	12,800.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100797	Eldon Stone	705 S. Hutchins Ave.	Reroof	7,900.00
100793	Matt Brackhan	1703 E. 15th St.	Fence	10,000.00
100834	Allen Pieper	12 Fairview Dr	Reroof	24,100.00
100835	Cornerstone Bank	3511 S Lincoln Ave	Reroof	22,600.00
100836	Megan Romero	139 S Florida	Egress	4,136.00
100825	Isacc Rath	543 W 6th St	Reside	21,000.00
100826	Morgan Campbell	201 N Nebraska Ave	Reside	17,000.00
100818	Gary Potter	2200 East Ave	Reroof	16,400.00
100817	York Public Schools	1501 Washington	Reroof	270,775.00
100813	Steve Pettygrove	20 Arbor Heights	Reroof Gutters	33,732.45
100815	John Callahan	1216 Pennsylvania	Reroof	8,800.00
100807	John Wochner	720 Iowa Ave	Reroof	14,000.00
100810	John Wochner	1009 Elmer Ave	Reroof	15,000.00
100812	John Wochner	1118 Grant Ave	Reroof	11,800.00
100841	Maria Hernandez	515 E. 14th St.	Adding chainlink fence	1,000.00
100840	Preston & Kendall Bate	1707 E. 10th St.	Adding master suiet and living room	138,000.00
100838	Scott Wilgus	165 E of N Licoln Ave. 165	Right away	
100847	Pat Hotory	220. Ash Ave.	Reroof	24,200.00
100848	George Wetz	1115. Vistaway.	Fence	500.00
100846	Darrell & Lynn Rasmussen	408 E. 18th St.	Siding and Windows	13,000.00
0	Karen Newsome	1027 N. York Ave.	Reroof	200.00
100859	PTUSA	2941 N. Division Ave.	Building add on	250,000.00
100861	Jennifer Rees	634 E. 9th St.	Reroof	9,800.00
100862	Jayden Epp	1602 N. East Ave.	Reroof	20,700.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100863	Harre Properties	23 N. Eastridge Dr.	Reroof	13,400.00
100858	Greg & Karen Berger	1224. Grant Ave.	Adding Swimming pool	60,000.00
100881	Dana & Mary Scott	1524. Kennedy Dr.	Reside	15,000.00
100886	Dana & Mary Scott	6 S. Country Club Heights	Reside, Windows	6,500.00
100883	Choc & Amber Bowen	2405 E. 15th St.	Reside	10,000.00
100882	Orville Davidson	1627. Meadow Ln.	Reside	10,000.00
100967	Gary Grothelushen	713 W. 11th st.	Alter Plumbing, electrical, Mechani	9,500.00
100974	N & K Investment Co.	622 S. Lincoln Ave	Alter Electrical, Mechical	495,000.00
				\$3,757,860.43
				Permits Issued: 126



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

July — 2023

STREET DEPARTMENT

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

Street	63	Airport	0	Park	5	Fire	10
Police	0	Landfill	0	Wastewater	12	Water	19

The street sweeper operated ½ hour in July, during which time 5 miles were swept and 2 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	78
Right-of-way maintenance	35
Gravel street/alley maintenance	58
Snow removal	0
Mowing/weed control	24
Tree/shrub maintenance	6
Paved surface maintenance	614
Equipment services	0
Sidewalk repair	0
Traffic signing/signal installation/repair	80
Shop cleaning	60
Storm sewer repair	0
Property maintenance	2
Trash removal	0
Building maintenance	16
System maintenance	4
Lane & curb paint	282
TOTAL	1259

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Trash removal	76
Restroom cleaning	74
Property maintenance	32
Mowing/weed control	474
Tree/shrub maintenance	115
Building maintenance	0
Ball field maintenance	108
Playground equipment maintenance	0
System maintenance	1
TOTAL	880

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	2
Building maintenance	0
Property maintenance	0
TOTAL	2

AUDITORIUM

Park/Street personnel performed the following activities:

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

WASTEWATER TREATMENT PLANT

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

	Last Month	2023	2022	Units
Total flow	26,666,970	29,152,733	29,688,322	gallons
Average flow/day	88,889	94,041	957,688	gallons
Average flow/person	111.11	117.55	120	gallons
Grit and screenings to landfill	71.23	1.86	40.54	tons
Bio solids wasted	1.67596	1.507921	1.134795	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	162
Laboratory testing	78
Sludge removal	0
Equipment maintenance	143
Building maintenance	33
Sewer system maintenance	54
Property maintenance	65
One-call locates	19
Mow & weed control	37
TOTAL	591

WATER DEPARTMENT

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

	Last Month	2023	2022	Unit
Total water pumped	74,842,000	53,089,000	59,154,000	gallons
Total water billed	57,417,090	41,836,478	29,895,570	gallons
Average use per day	2,414,258	1,712,548	1,908,194	gallons
Average use per person	302	214	239	gallons
Total electricity used	117,359	88,134	90,746	kW
Pumps yield	638	602	652	gallons/kW
Peak pumping date	14th	28 th	31 st	
Peak amount	3,737,000	2,671,000	2,902,000	gallons

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

	2023	2022
Water bills	1738	1761
Sewer bills	1649	1673
New taps	1" – 2	¾" – 0, 1" – 2
Service leaks	1	0
Main leaks	1	0
Diggers Hotline calls	350	183

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	28
Meter reading	28
Meter maintenance	0
Pump/well maintenance	0
Final notice collection	0
Distribution maintenance	315
One-call locates	19
Property maintenance	10
General maintenance	14
Custodial	4
Building maintenance	4
Paved surface maintenance	9
Mow & weed control	9
TOTAL	440

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2023		2022	
	Trips	Tons	Trips	Tons
Landfill	672	3072.81	873	2469.67
C & D	388	1026.81	429	1277.47
Transfer Station	335	103.30	112	25.05
Brush Pile	165	59.83	156	63.19
Tire Pile	3	0.00	10	0.00
Metal Roll-off	3	0.00	11	0.00
Total	1566	4262.75	1591	3835.38

Revenue collected during July totaled \$147,790.75. The same period last year totaled \$165,234.20.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	124
Landfill Equipment	606
Wind screen & litter control	0
Recycling Act	0
Lab wages	34
Plant wages	4
Property maintenance	20
TOTAL	788

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	134
Building maintenance	0
Mowing/weed control	0
TOTAL	134

COMMUNITY CENTER

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	6
Building maintenance	0
Mowing/weed control	0
General maintenance	6
TOTAL	12

LIBRARY

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	15
Building maintenance	0
Mowing/weed control	0
TOTAL	15

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	1259	31	7.9
Parks/Com Center/Aud/FAC	898	22	5.6
Landfill	788	19	4.9
Wastewater	591	14	3.7
Water	440	11	2.8
Airport	134	3	0.8
Library	15	0	0.1
TOTAL	4125	100	25.8

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2023	2022	Permits Issued:	2023	2022
Building	66	76	Building	91	202
Electrical	29	42	Electrical	7	9
Plumbing	13	38	Plumbing	1	4
Mechanical	17	29	Mechanical	11	13
Nuisance	0	0	Curb/Street	0	2
Total	125	185	Total	110	230

One hundred ten (110) permits were issued in July for a value of \$1,610,868.46, which brings the total for the year to \$31,049,942.83. (See attached.)

Permits of note issued:

- First United Methodist Church Reroof \$104,500.00

BOARD OF PUBLIC WORKS

The Board of Public Works met July 18, 2022. Minutes of the meeting are attached.

Board of Public Works
July 18, 2023 4:00 PM
City Administrator's Office

Attendance taken at 4:00 P.M.

Present Board Members:

Marlowe Wall
Kenny Ekeler
Bill Williamsen
Carston Staehr

Absent:

Matt Leif

Also Present:

James Paul, Director of Public Works

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

Motion Passed: Minutes of the June meeting passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

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

4. Farm Management Report

Motion Passed: The June Farm Management Report passed with a motion by Matt Leif and a second by Bill Williamsen.

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

5. Wastewater Financial Reports

Motion Passed: The June Wastewater Financial Report passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

6. Water Financial Reports

Motion Passed: The June Financial Report passed with a motion by Marlowe Wall and a second by Bill Williamsen.

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

7. Wastewater Claims

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

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

8. Water Claims

Motion Passed: The June Water Claims passed with a motion by Kenny Ekeler and a second by Carston Staehr.

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

Meeting adjourned at 4:15 P.M.

Cindy Pettygrove

Building Permits issued in July 2023

03-Aug-23

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100860	Kerri Naber	8 N. Eastridge Dr.		Reroof & Gutters	6,000.00
100855	Mark & Patricia Eurek	1549. Clearview Blvd.		Reroof & Gutters	30,000.00
100854	Brenda Mersch	523 N. East Ave		Reroof & Gutters	20,000.00
100856	Palton Clark	1108 N. Nebraska Ave		Reroof & Gutters	12,000.00
100852	John & Penny Boyle	9014 S. Country Club.		Reroof & Gutters	12,000.00
100851	Josh Gillespie	809. Burlington Ave.		Reroof	24,000.00
100875	Marios Trejo	55 S. Platte Ave.		Reroof	4,500.00
100874	Oscar Marin	803 N. York Ave.		Reroof	8,800.00
100876	Patricia Elliot	1827 N. York Ave.		Reside	8,000.00
100872	Velocity Properties	508 W. 6th St.		Reroof	9,950.00
100868	Velocity Properties	921 E. 3rd St.		Reroof	6,400.00
100864	Velocity Properties	522 E. 14th St.		Reroof	7,900.00
100869	Andrew & Brenda Hills	1518. Clearview Blvd		Reside	10,000.00
100896	York Ag Society	2400 N. Nebraska Ave		Reroof	3,795.25
100891	Carolina Astudillo	922 N. Wisconsin.		Replace Concrete	5,112.00
100889	York County	2345 W. Nebraska Ave.		Replace Playset	30,000.00
100888	Steve Ehlers	1705 N. East Ave.		Reroof, Reside	17,483.81
100890	Janeen Sorsen Uhler	1126 N. Burlington Ave.		Reroof	8,000.00
100887	Steven Witmer	1109 N. Grant.		Add Garage	14,000.00
100884	George Wochner	1353. Harre Lane		Fence	3,950.00
100885	Gary McDaniel	419 N. Maine Ave.		Reroof, Gutters	7,000.00
100878	First United Methodist Church	722-724 Nebraska Ave		Reroof	14,500.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT	
100879	First United Methodist Church	309 E. 7 St.	Reroof	104,500.00	
100880	Mark Hartly	1519 Raell	Reroof	10,200.00	
100935	Candido Rodriguez	Lot B York Moble Plaza	Remodel Mobile Home	3,500.00	
100932	Karla Valdez	632 W 7th St	Rerood, reside, windows, gutters	16,056.00	
100931	York University	111-1125 N Delaware Ave	Reroof	9,231.32	
100930	York University	929 E 5th St	Reroof	5,390.96	
100929	York Univeresity	1026 E 10th St	Reroof	9,290.20	
100928	York Univeresity	1810 E 12th St	Reroof	66,341.93	
100927	York Univeresity	908 N Delaware Ave	Reroof	43,851.42	
100926	York Univeresity	800 Kiplinger Ave	Reroof	18,258.53	
100925	York Univeresity	837 Kiplinger Ave	Reroof	47,105.42	
100924	York Univeresity	1717 N Delaware Ave	Reroof	4,600.00	
100923	Mario Trejo	10th St	75 Ft East to west 25Ft north & south	Frr Tr 92 Nw 1/4	3,000.00
100921	Lyle Hight	1011 E 14th St	Sunroom	55,997.00	
100919	Evan Ronne	127 N Iowa Ave	Reroof, gutters	25,000.00	
100918	Mike Folts	451 Florida Ct	Reroof, reside, gutters, windows	80,000.00	
100917	Kristine Richert	1619 N Ohio Circle	Reroof, gutters	20,000.00	
100916	Dana Wendt	4 Arbor Court	Reroof, gutters	15,000.00	
100915	WC3 Holdings LLC	1930 N Grant Ave	Reroof, gutters	15,000.00	
100914	Doug Branz	1626 Meadow Lane	Reroof, gutters	20,000.00	
100913	Clark ans Sandi Pickrel	1326 McKaig Ave	Reroof	24,000.00	
100912	Mark Micheals	1428 Florida Ave	Reroof	32,000.00	
100911	Doyle Onnen	416 Florida Ct	Reroof	13,300.00	
100910	William McKenzie	1624 N York Ave	Reroof	11,900.00	

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100909	Chris Grieb	90 Ash Ave	Reroof	12,300.00
100908	North Office Supply	228 E 5th St	Reroof	24,902.00
100907	Hebeto Martinez	611 W 8th St	Reside	5,000.00
100906	Nick Ziemba	609 Walnut St	Reroof, gutters	4,000.00
100905	Tom Kahler	145 N Delaware	Reroof, gutters	8,000.00
100902	Brett Delay	1009 N Iowa Ave	New garage	60,800.00
100903	Kafani Williams	709 N Burlington Ave	Siding	14,000.00
100901	Catherine Klein	1000 N Lincon Ave	Reroof, detactching garge and shed	7,000.00
100900	Dose Managament LLC	623 N Grant Ave	Reroof, rebuild shed	19,500.00
100899	Lon Renner	101 Blackburn Ave	Reroof, gutters, windows	15,300.00
100949	Randy Drew	635 E. 7th St.	Reroof, Reside	21,600.00
100958	James Cast	303. Regency Drive	Reroof	19,580.00
100959	Stan Gerken	810 S. Hutchins Ave	Reroof, detache garage and shed	20,000.00
100957	Mary McDonald	516 N. Florida	Reroof	10,400.00
100956	Matthew Epp	1011. Burlington	Reroof	9,000.00
100945	Kara Rauert	709 E. 7th St	Fence Repair	3,661.23
100944	Kelly Woods	2012 Viola Ave	Windows	7,960.00
100948	Grant Built Transportation	424 S. Paradise Ln	sign	16,600.00
100950	Trevor Roth	1512. Rd 12	Build Garage	30,000.00
100942	Dan Adams	926. Saint Andrews Ct	Reroof	14,121.00
100943	Steve Norquest	36. Edison Ave	Reroof, reside, gutters	20,049.00
100938	Scott Foltz	1800 N. Grant Ave	Reroof	5,000.00
100939	Deb Hoffman	1811 N. Iowa Ave	Reroof, detach garage	8,000.00
100940	Susan Beauchamp	2020 N. Nebraska Ave	Reroof	3,000.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100936	Tony North	6. Country Clun Terr	Replace Fence	3,500.00
100937	Thomas Gaschler	1806 N. Nebraska Ave	Reroof	20,000.00
100972	Jerry Wilkinson	121 N. Iowa St	Reroof	6,618.39
100969	G-Force Car Wash	3459 S. Holen	Reroof	18,200.00
100970	Carolyn Krala	2225. Nebraska Ave	Reroof	7,900.00
100971	Jon Carstens	525. Michigan Ave	Reroof	9,500.00
100968	Thomas Krings	915. Staint Andrews Ct.	Reroof	18,500.00
100963	John & Viola Thompson	313 S. Iowa Ave	Reroof	14,500.00
100962	Billy Lones	646 E. 9th St	Reroof, reside, gutters	9,000.00
100961	Kelly Thomas	1605. Colonial Drive	Reroof	23,500.00
100960	GuY Leif	95 Beech Ave	Reroof, Reside	19,619.00
100965	Mario Trejo	55 S.Platte Ave	Adding dormer	8,000.00
100964	Melba Willits	419 N. Burlington	Reroof, Gutters	29,914.00
100983	Cody Holoch	32 S. Eastridge Dr	Reroof	34,000.00
100989	Kelly&Michelle Sinsel	205 S. Delaware Ave	Reroof	23,100.00
100978	Trent Garvin	111 Delaware Ave	Reroof, Reside	25,830.00
100977	Kirk & Julliw Buetow	29 Fairview Dr.	Reroof, gutters, downsprout	13,000.00
100976	Walter & Blanche Clymer	514 N. Iowa Ave	Reroof, Gutters	20,000.00
100973	Mary Gregg	427 N Maine Ave	Reroof	18,250.00
100984	Dianna Gruber	615 High School St	Reroof, Gutters	11,000.00
100985	Aumer Argueta	501 E.1 St	Reroof	250.00

\$1,610,868.46

Permits Issued: 91

**CITY OF YORK
CASH BALANCES
for the Month of July 2023**

Fund #	Fund	10/1/2022 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$5,358,391.64	\$749,718.19	\$8,206,727.21	\$1,087,727.57	\$10,366,425.80	\$3,198,693.05
	Insurance Proceeds	\$140,533.87	\$0.00	\$0.00	\$0.00	\$140,533.87	\$0.00
	American Rescue Plan Act	\$1,144,977.68	\$0.00	\$0.00	\$5,900.14	\$673,761.83	\$471,215.85
10-102	Auditorium	\$0.00	\$13,210.08	\$144,566.80	\$8,641.72	\$150,188.93	(\$5,622.13)
10-103	Park	\$0.00	\$55,251.74	\$566,796.14	\$44,675.25	\$415,788.54	\$151,007.60
10-104	Police	\$0.00	\$241,435.62	\$2,524,704.61	\$290,898.48	\$2,149,486.84	\$375,217.77
10-105	Community Center	\$0.00	\$57,233.67	\$703,207.46	\$61,145.31	\$627,961.33	\$75,246.13
10-106	Aquatic Center	\$0.00	\$51,047.30	\$321,625.64	\$64,069.89	\$249,105.54	\$72,520.10
10-110	Senior Center	\$0.00	\$1,611.83	\$16,118.30	\$1,710.25	\$16,021.56	\$96.74
10-201	Convention Center	\$0.00	\$69,070.09	\$610,449.00	\$36,431.76	\$467,811.58	\$142,637.42
10-111	Ball Field	\$0.00	\$45,618.12	\$436,801.63	\$59,727.62	\$451,411.74	(\$14,610.11)
10-112	Museum	\$0.00	\$6,530.75	\$65,307.50	\$11,224.06	\$50,738.03	\$14,569.47
13	User Fees	\$19,178.69	\$0.00	\$6,940.00	(\$269.00)	\$2,052.81	\$24,065.88
22	Ambulance	\$88,632.94	\$156,752.96	\$2,060,725.32	\$185,087.72	\$1,959,873.17	\$189,485.09
22	Fire	\$0.00	\$35,846.24	\$468,588.36	\$40,034.56	\$487,031.94	(\$18,443.58)
23	Capital Projects Sinking	\$0.00	\$41,666.66	\$416,666.60	\$0.00	\$68,300.00	\$348,366.60
24	Library	\$0.00	\$60,674.19	\$622,462.35	\$64,114.11	\$503,068.58	\$119,393.77
14-000	General Capital-Non-Dept.	\$0.00	\$231,845.00	\$2,550,114.35	\$0.00	\$2,239,218.87	\$310,895.48
14-146	General Capital - Parks	\$0.00	\$0.00	\$269,760.00	\$0.00	\$269,760.00	\$0.00
14-221	General Cap - Ambulance	\$0.00	\$0.00	\$34,150.00	\$0.00	\$34,150.00	\$0.00
14-222	General Capital - Fire	\$0.00	\$0.00	\$34,150.00	\$0.00	\$34,150.00	\$0.00
	General Balances	\$6,751,714.82	\$1,817,512.44	\$20,059,861.27	\$1,961,119.44	\$21,356,840.96	\$5,454,735.13
11	Keno	\$31,477.80	\$7.11	\$472.87	\$0.00	\$30,191.06	\$1,759.61
20	Aviation	\$205,365.17	\$28,797.72	\$270,881.05	\$14,163.19	\$83,676.85	\$392,569.37
20	Aviation - Federal Funds	\$0.00	\$0.00	\$2,030.00	\$0.00	\$2,030.23	(\$0.23)
31	Fire Pension	\$208,598.49	\$17,667.75	\$172,692.33	\$16,026.90	\$147,477.02	\$233,813.80
30	Police Pension	\$158,124.73	\$9,418.81	\$90,640.66	\$6,597.90	\$55,839.30	\$192,926.09
32	911 Surcharge	\$69,916.34	\$359.08	\$6,711.57	\$0.00	\$6,976.92	\$66,950.99
33	Health Insurance	\$1,419,293.16	\$143,337.75	\$1,457,922.78	\$116,976.74	\$1,418,726.48	\$1,458,489.46
	Total Tax Funds	\$8,844,490.51	\$2,017,100.66	\$22,061,212.53	\$2,114,884.17	\$23,104,458.82	\$7,801,244.22
50	Street	\$2,364,966.87	\$277,775.36	\$2,524,477.40	\$122,352.00	\$1,400,715.85	\$3,488,728.42
70	Landfill-Cash & Invest	\$3,230,032.42	\$161,329.17	\$1,625,384.79	\$92,665.23	\$1,357,486.56	\$3,497,930.65
	Landfill-Operations	\$12,807.75	\$65,570.23	\$1,086,607.08	\$65,570.23	\$1,086,607.08	\$112,807.75
	Landfill-Debt Service	\$177,842.26	\$27,095.00	\$270,879.48	\$30,070.00	\$325,802.50	\$122,919.24
78	Old Landfill Closure	\$12,108.04	\$0.00	\$191.53	\$0.00	\$0.00	\$12,299.57
79	Landfill Post Closure	\$2,548,206.43	\$0.00	\$192,167.31	\$0.00	\$0.00	\$2,740,373.74
	C&D Site Closure/Post Clo	\$190,976.85	\$0.00	\$23,260.93	\$0.00	\$0.00	\$214,237.78
75	Landfill Construction	(\$110,579.28)	\$0.00	\$0.00	\$0.00	\$489,001.07	(\$599,580.35)
	Total Non-Tax Funds	\$ 8,526,361.34	\$ 531,769.76	\$ 5,722,968.52	\$ 310,657.46	\$ 4,659,613.06	\$ 9,589,716.80
12	CDBG Revolving Loan	\$125,729.51	\$4,242.03	\$42,007.34	\$0.00	\$0.00	\$167,736.85
12	Housing Grant - Federal Fund	\$30,773.05	\$7.93	\$292,495.33	\$0.00	\$256,107.59	\$67,160.79
12	Buy Rehab Sell	\$165,635.83	\$35.23	\$343.80	\$0.00	\$0.00	\$165,979.63
12	JAG (YPS) Federal Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	Federal Proj (Blackburn Br))	\$1,317,141.89	\$14,967.42	\$314,304.13	\$117,464.89	\$1,358,963.91	\$272,482.11
60	Shadow Brook Project	(\$14,374.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,374.68)
60	Concrete Panel/Asphalt Proj	\$4,093,599.02	\$0.00	\$0.00	\$382,416.77	\$1,165,683.78	\$2,927,915.24
19-192	Land Acq - Indust. Park	\$1,580,701.71	\$135,875.73	\$832,785.95	\$0.00	\$16,198.20	\$2,397,289.46
19-193	Land Acq - Right-of-ways	\$21,561.20	\$0.00	\$0.00	\$0.00	\$0.00	\$21,561.20
19-194	Land Acq - Parks	\$67,361.72	\$0.00	\$0.00	\$0.00	\$0.00	\$67,361.72
16	Total Bond Funds	\$836,124.64	\$106,859.47	\$1,023,151.11	\$0.00	\$1,245,767.50	\$613,508.25
40	Total TIF Funds	\$398,156.50	\$8,246.30	\$137,770.53	\$6,562.59	\$119,216.52	\$416,710.51
	Total Misc. Funds	\$ 8,622,410.39	\$ 270,234.11	\$ 2,642,858.19	\$ 506,444.25	\$ 4,161,937.50	\$ 7,103,331.08
	Total All Funds	\$ 25,993,262.24	\$ 2,819,104.53	\$ 30,427,039.24	\$ 2,931,985.88	\$ 31,926,009.38	\$ 24,494,292.10

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

\$1,846,653.13
\$4,030,881.56
\$8,819,456.25
\$ 39,191,283.04

City of York
LB 357 Funds Summary

	30-Jun-23	31-Jul-23
LB 357 Funds Allocation		
Cash Balance	\$15,992,212.98	\$16,161,526.02
Less: Quiet Zone	(\$1,496,028.97)	(\$1,496,028.97)
School-Owned Properties	(\$838,520.34)	(\$1,057,420.34)
Ball Field	(\$9,685,553.03)	(\$9,685,553.03)
City-Owned Properties	(\$2,075,870.55)	(\$2,075,870.55)
Total Cash Available	\$1,896,240.09	\$1,846,653.13
Less Restricted Funds		
Debt Service	(\$618,783.78)	(\$696,711.70)
Debt Service Reserve	\$0.00	\$0.00
Total Unallocated LB 357 Funds	\$1,277,456.31	\$1,149,941.43

City of York Public Works Summary

	30-Jun-23	31-Jul-23
Wastewater		
Cash Balance	\$3,863,227.55	\$4,030,881.56
Less: Construction Fund	\$0.00	\$0.00
 Total Cash Available	 \$3,863,227.55	 \$4,030,881.56
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	\$0.00	(\$122,556.01)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
 Total Unrestricted Funds	 <u>\$3,863,227.55</u>	 <u>\$3,908,325.55</u>
 Water		
Cash Balance	\$7,899,951.42	\$8,068,127.37
Less: Construction Fund	(\$303,470.17)	(\$303,598.42)
Add: Farm Management Acct	\$1,055,829.15	\$1,054,927.30
 Total Cash Available	 \$8,652,310.40	 \$8,819,456.25
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	\$0.01	(\$60,279.01)
Debt Service Reserve	(\$268,264.60)	(\$268,264.60)
 Total Unrestricted Funds	 <u>\$8,384,045.81</u>	 <u>\$8,490,912.64</u>

City of York
for the Month of July 2023

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:				
General	\$3,198,693.05	26,648.10	\$3,172,044.95	Restricted - YCF (Parks, Police) & Police Memorial Fund
Insurance Proceeds	\$0.00	\$0.00		Moved to fund 14 per auditors
ARP Act \$	\$471,215.85	\$471,215.85	\$0.00	Restricted grant money
Senior Center	\$96.74		\$96.74	
Police	\$375,217.77		\$375,217.77	
Community Center	\$75,246.13		\$75,246.13	
Park	\$151,007.60		\$151,007.60	
Auditorium	(\$5,622.13)		(\$5,622.13)	
Convention Center	\$142,637.42		\$142,637.42	
Aquatic Center	\$72,520.10		\$72,520.10	
Ball Park	(\$14,610.11)		(\$14,610.11)	
Museum	\$14,569.47		\$14,569.47	
Total	\$4,480,971.89	\$497,863.95	\$3,983,107.94	
13 User Fees	\$24,065.88	\$24,065.88		Assigned
14 General Capital Projects	\$310,895.48	\$310,895.48		Assigned - repairs due to 6/14/22 hail storm damage
22 Fire/EMS	\$171,041.51	\$49,308.59	\$121,732.92	Restricted - York Community Foundation
23 Capital Projects Sinking	\$348,366.60		\$348,366.60	
24 Library	\$119,393.77		\$119,393.77	
30 Police Pension	\$192,926.09		\$192,926.09	
31 Fire Pension	\$233,813.80		\$233,813.80	
Total General	\$5,881,475.02	\$882,133.90	\$4,999,341.12	
50 Street	\$3,488,728.42	\$3,488,728.42		
20 Aviation	\$392,569.14	\$392,569.14		Assigned
16 Debt Service	\$613,508.25	\$613,508.25		
15 LB 357	\$1,846,653.13	\$1,846,653.13		
60 Capital Projects	\$3,186,022.67	\$3,186,022.67		
12 CDBG	\$400,877.27	\$400,877.27		
11 Keno	\$1,759.61	\$1,759.61		
19 Sinking	\$2,486,212.38		\$2,486,212.38	
32 E911	\$66,950.99	\$66,950.99		
40 TIF	\$416,710.51	\$416,710.51		
Total Governmental	\$18,781,467.39	\$11,295,913.89	\$7,485,553.50	
70 Landfill:				
Landfill	\$3,497,930.65		\$3,497,930.65	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$122,919.24	\$122,919.24		Bond Requirements
Old Landfill Closure	\$12,299.57	\$12,299.57		
Landfill Closure/Post	\$2,740,373.74	\$2,740,373.74		
C&D Site Closure/Post	\$214,237.78	\$214,237.78		
Construction	(\$599,580.35)		(\$599,580.35)	
Total Landfill	\$6,100,988.38	\$3,202,638.08	\$2,898,350.30	
80 Wastewater	\$4,030,881.56	\$122,556.01	\$3,908,325.55	Bond Requirements
90 Water	\$8,819,456.25	\$328,543.61	\$8,490,912.64	Bond Requirements
Total Enterprise	\$18,951,326.19	\$3,653,737.70	\$15,297,588.49	
33 Health Insurance	\$1,458,489.46	\$1,458,489.46		Assigned for insurance claims needs
Total City	\$39,191,283.04	\$16,408,141.05	\$22,783,141.99	



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0153575
QUOTE DATE: 8/1/2023
EXPIRE DATE: 9/1/2023

SALESPERSON: JIM D.GRAY
CUSTOMER NO: 3625844
QUOTED BY: TRG
TEDI

QUOTED TO:
CITY OF YORK WWTP
814 EAST NOBES ROAD
PO BOX 507
YORK, NE 68467

JOB LOCATION:
CITY OF YORK, WWTP
1102 Road O
YORK, NE 68467

CONFIRM TO:
CHRIS WIZE 402.363.2681

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
CHRIS WIZE	UPS	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
PLEASE FIND OUR OFFER BELOW ON A REPLACEMENT FLYGT MIXER						
*4660.412	EACH	1.00	0.00	0.00	39,250.00	39,250.00
SR3P-06	EACH	1.00	0.00	0.00	15.00	15.00
1400000407129	EACH	1.00	0.00	0.00	763.00	763.00

FOR MIXER IN
Race Track.
CALL ME WHEN
YOU HAVE A CHANCE
Chris

LEAD TIME IS 4-6 WEEKS ARO, PENDING FACTORY CHANGE.

THE PRICING ON THIS QUOTE DOES NOT INCLUDE FREIGHT.

Electric Pump is committed to supplying you, our customer, the highest quality products & service.
THANK YOU, TEDI GRAY
tgray@electricpump.com

*** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 ***

All return goods must have written approval from Electric Pump, before returning.
Credit will not be issued without written approval : if applicable there will be a Restock Fee.

Please note that we are no longer offering a thirty(30) day validity date.
Due to the current volatility in the materials market, pricing and ship dates are subject to confirmation at time of order.

Net Order:	40,028.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	40,028.00

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Greater York Area Chamber of Commerce

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

603 N Lincoln Ave

Retail Liquor License Address or Non-Profit Business Address

47-3041260

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 9/28/23

Event Start Time(s): 4:00 p.m.

Event End Time(s): 10:00 p.m.

Alternate Date: 10/5/23

Alternate Location Building & Address: N/A

Event Building Name: ALLO Fiber

Event Street Address/City: 611 N Lincoln Ave, York, NE 68467

Indoor area to be licensed in length & width: 100' x 19'

Outdoor area to be licensed in length & width: ___ X ___ (Diagram Form #109 must be attached)

Type of Event: Sip & Stroll Tasting Estimate # of attendees: 400

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Madonna Mogul Event Contact Phone Number: 402-362-5531

Event Contact Email: madonnam@yorkchamber.org

*Signature Authorized Representative:  Printed Name Madonna Mogul

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Renewed Horizon

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

824 N Lincoln Ave, Ste C

Retail Liquor License Address or Non-Profit Business Address

84-3627636

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 9/28/23
Event Date(s): _____

Event Start Time(s): 4:00 p.m. _____

Event End Time(s): 10:00 p.m. _____

Alternate Date: 10/5/23

Alternate Location Building & Address: N/A

Event Building Name: Mr Dukes Mercantile

Event Street Address/City: 119 E 6th Street, York, NE 68467

Indoor area to be licensed in length & width: 120 x 80

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: Sip & Stroll Tasting Estimate # of attendees: 400

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Heather Hultgrien Event Contact Phone Number: 402-363-1480

Event Contact Email: heather.hultgrien@renewedhorizon.org

*Signature Authorized Representative: Heather Hultgrien Printed Name Heather Hultgrien

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

York County Ag Society
Retail Liquor License Name or Non-Profit Organization (*Must include Form #201 as Page 2)
2345 North Nebraska Ave York NE 68467
Retail Liquor License Address or Non-Profit Business Address
47-0421005
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): September 9, 2023

Event Start Time(s): 4:30 PM

Event End Time(s): 11:30 PM

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: _____

Event Street Address/City: 2400 North Nebraska Ave

Indoor area to be licensed in length & width: ~~200ft x 100ft~~

Outdoor area to be licensed in length & width: 300ft x 100ft (Diagram Form #109 must be attached)

Type of Event: Demolition Derby Estimate # of attendees: 1200

Type of alcohol to be served: Beer Wine _____ Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Brad Gloystein Event Contact Phone Number: (402) 366-5309

Event Contact Email: bradgloystein@gmail.com

*Signature Authorized Representative: Brad Gloystein Printed Name Brad Gloystein

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

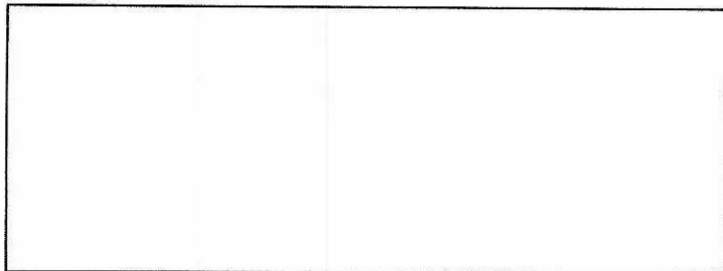
The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

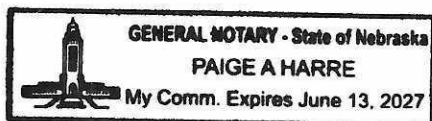
I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

York County Agricultural Society
NAME OF CORPORATION
47-0421005
FEDERAL ID NUMBER
Brad Gustin President
SIGNATURE OF/TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 16th DAY OF August, 2023.

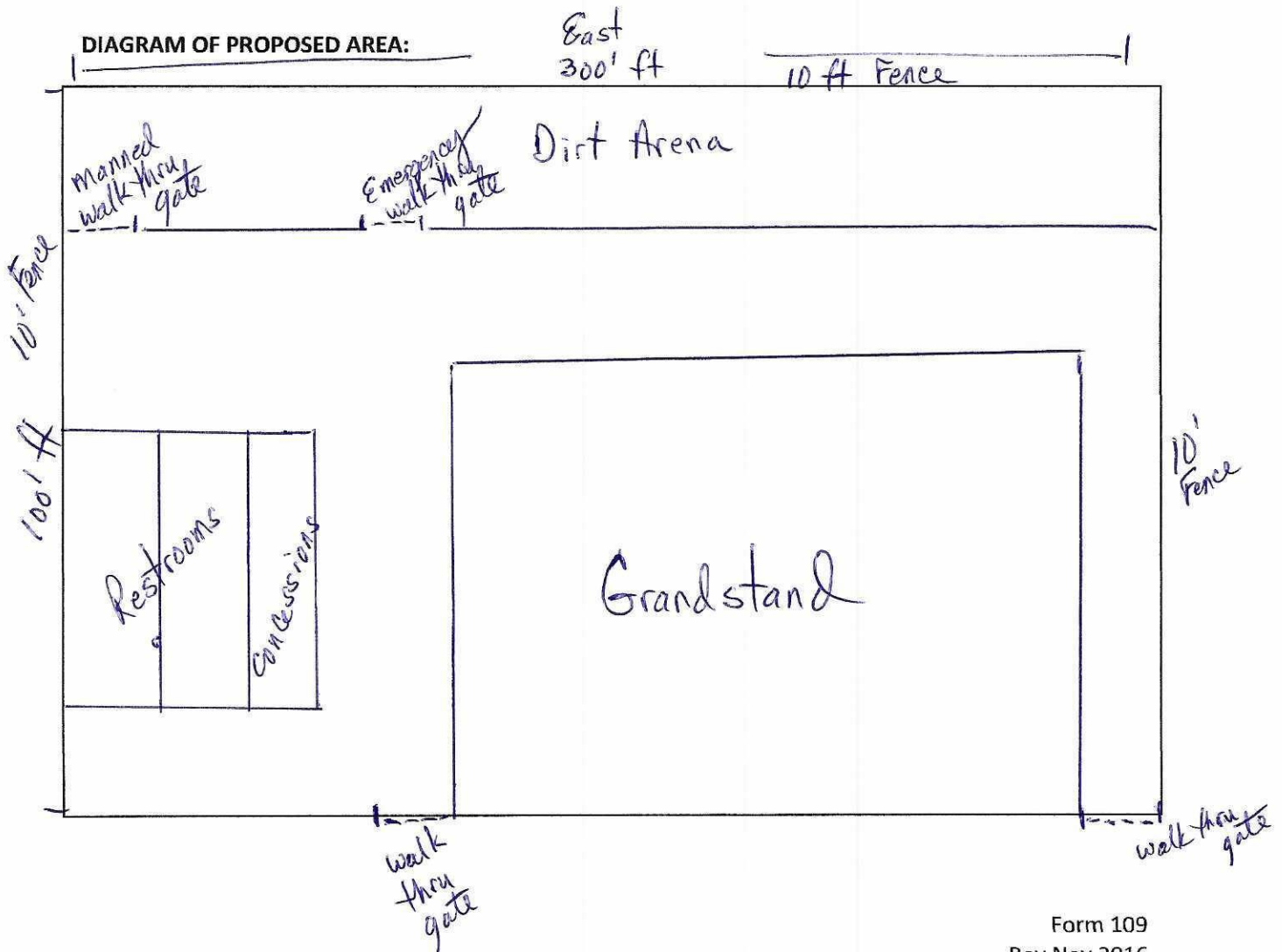
Paige A Harre 6-13-2027
NOTARY PUBLIC SIGNATURE & SEAL



OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED York Co Sheriff Dept

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA



**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Fraternal Order of Eagles #3990

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

605 N. Lincoln Ave York, NE 68467

Retail Liquor License Address or Non-Profit Business Address

10004

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 9/9/23
Event Date(s): _____

Event Start Time(s): 8:00am _____

Event End Time(s): 1:00am _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Fraternal Order of Eagles

Event Street Address/City: 605 N. Lincoln Ave York, NE 68467

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 36' X 10'9" (Diagram Form #109 must be attached)

Type of Event: Bloody Mary Bar / Yorkfest **Estimate # of attendees:** 50

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tammi Sahling **Event Contact Phone Number:** 402-362-6751

Event Contact Email: eaglesyork@gmail.com

***Signature Authorized Representative:** *Tammi Sahling*

Printed Name Tammi L. Sahling

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

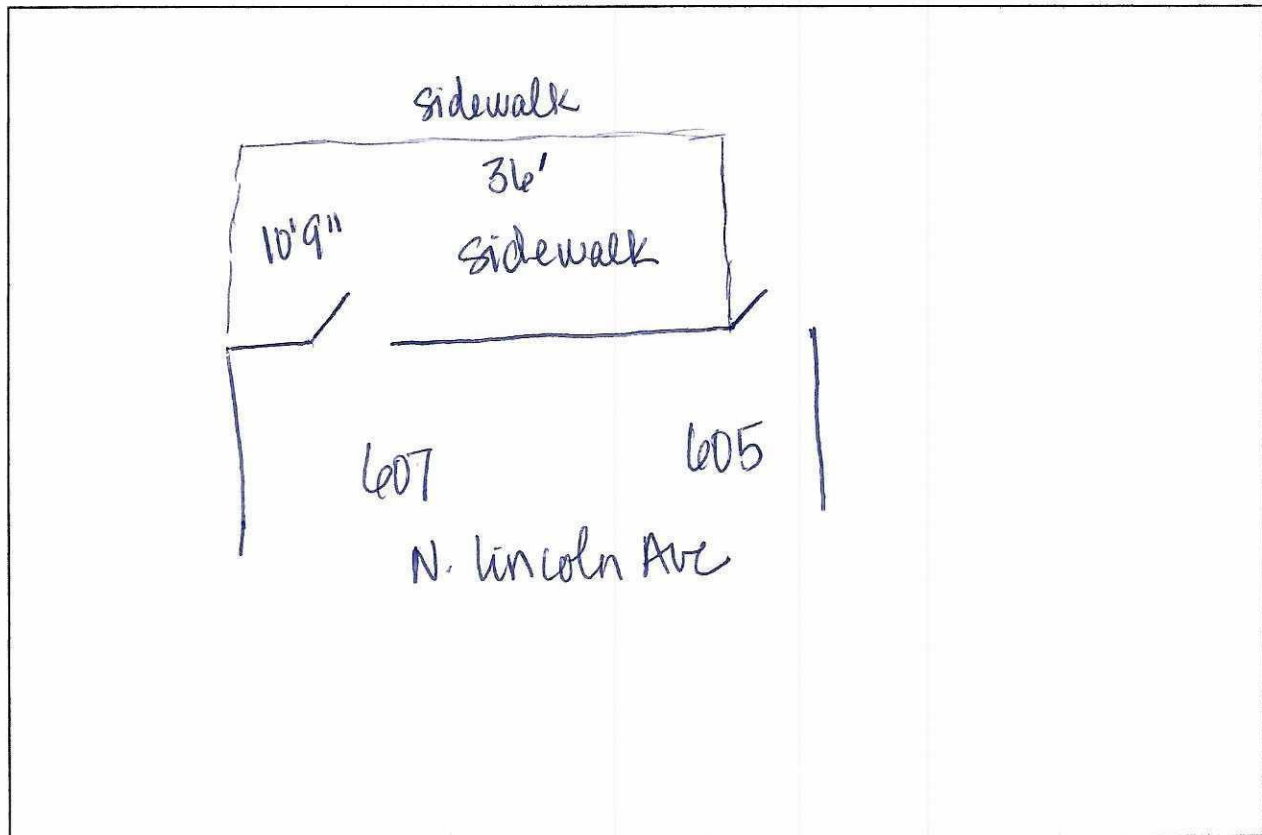
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED only entry through building/staff

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Sunset Bowl Inc.
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1923 N. Lincoln Ave York, NE 68467
Retail Liquor License Address or Non-Profit Business Address

078541
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 9-1-23 9-9-23 _____
Event Start Time(s): 6:00 10:30 _____
Event End Time(s): 10:30 7:00 _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Sunset Bowl

Event Street Address/City: 1923 N. Lincoln Ave York, NE 68467

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 80 X 100 (Diagram Form #109 must be attached)

Type of Event: Corn Hole Tournament - Beer Garden Estimate # of attendees: 150

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Jan Hurlbut Event Contact Phone Number: 402-366-3797

Event Contact Email: sunsetbowl@sunsetbowl.york.ne.com

*Signature Authorized Representative: Jan Hurlbut Printed Name Jan Hurlbut

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 25, 2023

City of York, Nebraska
Attn: Dr. Sue Crawford, City Administrator
100 E 4th Street
York, Nebraska 68467

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
York Industrial Park Due Diligence Project (the "Project")
W 25th Street and Highway 34 / 81

Dear Dr. Crawford:

It is our understanding that the City of York, Nebraska ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: One Week After Notice to Proceed
Anticipated Completion Date: Six Months After Notice to Proceed

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed thirty-five thousand dollars (\$35,000).

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Dr. Sue Crawford, City Administrator of the City of York, Nebraska.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Matthew Riel

By 
Jennie Kozal

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF YORK

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Proposed Project Boundary Map

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 25, 2023 between the City of York, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated July 25, 2023 between the City of York, Nebraska (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: North of the intersection of W 25th Street and Highway 34 / 81.

Project Description: Proposal for site planning services for an approximate 200 acres of combined parcels. The proposed project boundary is delineated in the attached Proposed Project Boundary Map. (the “Project”)

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DUE DILIGENCE SERVICES

PHASE 100: MEETINGS / PROJECT MANAGEMENT

Task 101: Project Initiation Meeting

- Conduct a project initiation meeting with stakeholders to refine project scope, review the project site, identify specific goals.
- Determine survey area.
- Establish schedule for completion and channels of communication.

Task 102: Project Coordination

- Perform internal coordination with project team.
- Communicate project status and information needs with client.

Task 103: Project Presentation

- Present due diligence report and master plan concepts.
- Collect desired revisions.

PHASE 200: SITE INVESTIGATION

Task 201: Transportation

- Identify access locations to the proposed site.
- Assess existing truck routes.
- Determine potential future truck routes.
- Determine potential future location for a rail access on the proposed site.

Task 202: Utilities

- Collect, via infrastructure intake, information provided by client and client’s resource provider partners, location, capacities, and redundancies of service for the following built-environment attributes:
 - Sanitary Sewer
 - Water Facilities

- Electric Power
- Telecommunication and Fiber
- Natural Gas
- Review service area for sanitary sewer if a future lift station is needed.

Task 203: Airport Impacts Review

- Evaluate FAA Part 77 Surface for obstructions to proposed developments.
- Evaluate approach and departure surfaces for obstructions to proposed developments.
- Evaluate current airport zoning requirements and identify any conflicts with the current zoning requirements.
- Determine any impacts to existing and future approaches.
- Provide maximum elevation contours to proposed site.

PHASE 300: SURVEY SERVICES

Task 301: Survey Services

- LiDar data will be utilized for existing ground elevations.
- Survey existing utilities present on site.
- No full topographic survey or boundary survey will be completed.

PHASE 400: ENVIRONMENTAL SERVICES

Task 401: Desktop Review

- Wetlands Desktop Review
 - Complete a desktop review of available databases to determine areas within the Project area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
- Threatened and Endangered Species Desktop Review
 - Complete the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) process for the Project area to determine what federally listed threatened and endangered species may be present.
 - Complete the NGPC Conservation and Environmental Review Tool (CERT) for the Project area to determine if any state listed threatened and endangered species may be present.
- Report
 - Prepare a report discussing the methods used and results of the desktop review.
 - Include figures documenting potential wetlands and other water features.
 - Include narrative describing the results of the IPaC and CERT for the study area.
 - Provide a determination of possible regulatory permitting needs for wetlands and other waters.
 - Provide possible conditions the project may need to adhere to for the protection of any threatened and/or endangered species.

Task 402: Project Site Wetland Delineation (if needed)

Complete a Wetland Delineation of the Project area following the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (August 2010).

- Site Visit
 - Complete a site visit to field verify the presence or absence of wetlands and other waters identified during the wetland desktop review.
 - Conduct site visit during the Corps specified growing season (May 1 - October 31).
 - Transverse the Project area to identify wetland characteristics including hydrophytic vegetation, hydric soils, and wetland hydrology.
 - Delineate wetland and/or other waters boundaries using sub-meter accuracy global positioning system (GPS) units.
 - Complete Corps' Midwest Region Data Forms to document the presence or absence of wetlands.
 - Document site conditions with photographs, including wetlands and other waters.
 - Collect additional sample points if needed in agricultural areas to document soil conditions.
- Report
 - Prepare a report documenting the findings of the Wetland Delineation.
 - Detail the presence or absence of wetlands and other waters within the Project area.
 - Include narrative of how the Wetland Delineation was conducted and a summary of the results of the Wetland Delineation.
 - Include figures showing wetland and other waters boundaries, sample point locations, and photo point locations along with a photo log documenting conditions at the time of the site visit.

PHASE 500: MASTER PLANNING WITH CONCEPTUAL LAYOUT

In consideration of logical easements, access, drainage, natural encumbrances, target markets and assumed facilities sizing, transportation circulation, and zoning regulations, the subject property benefits from being master planned to optimize the total development area. Understanding the site may not develop exactly as planned, these master plan options will be designed to provide flexibility to specialized development needs. Olsson can contract in an on-call basis with the client for rapid alteration of master plan concepts to accommodate prospective end-user pad site requirements.

Task 501: Conceptual Site Plans

- Refer to the due diligence analyses completed during the Project.
- Evaluate site service and size expectations congruent to likely development targets.
- Review existing comprehensive planning and zoning code regulation to assess suitability of site design to community vision.
- Develop up to **three (3)** conceptual site plans with consideration to property function, marketability, and site issues such as:
 - Access
 - Potential building sizes and layout

- Transportation and Rail Access
- Circulation
- Parking
- Preliminary Utility Layout
- Performance design elements
- Phasing potential
- Any known pad site requirements from secured end-users
- Any known user demand characteristics of viable, targeted end-users
- Connectivity of contiguous land with proposed project area

PHASE 600: DELIVERABLES

Task 601: Due Diligence Report

- Provide a due diligence report to assist the client in evaluation of the project site.
- Assist with site analysis utilizing information collected in prior phases.
- Provide project site maps / exhibits for the due diligence report to show existing site encumbrances provided in prior phases.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

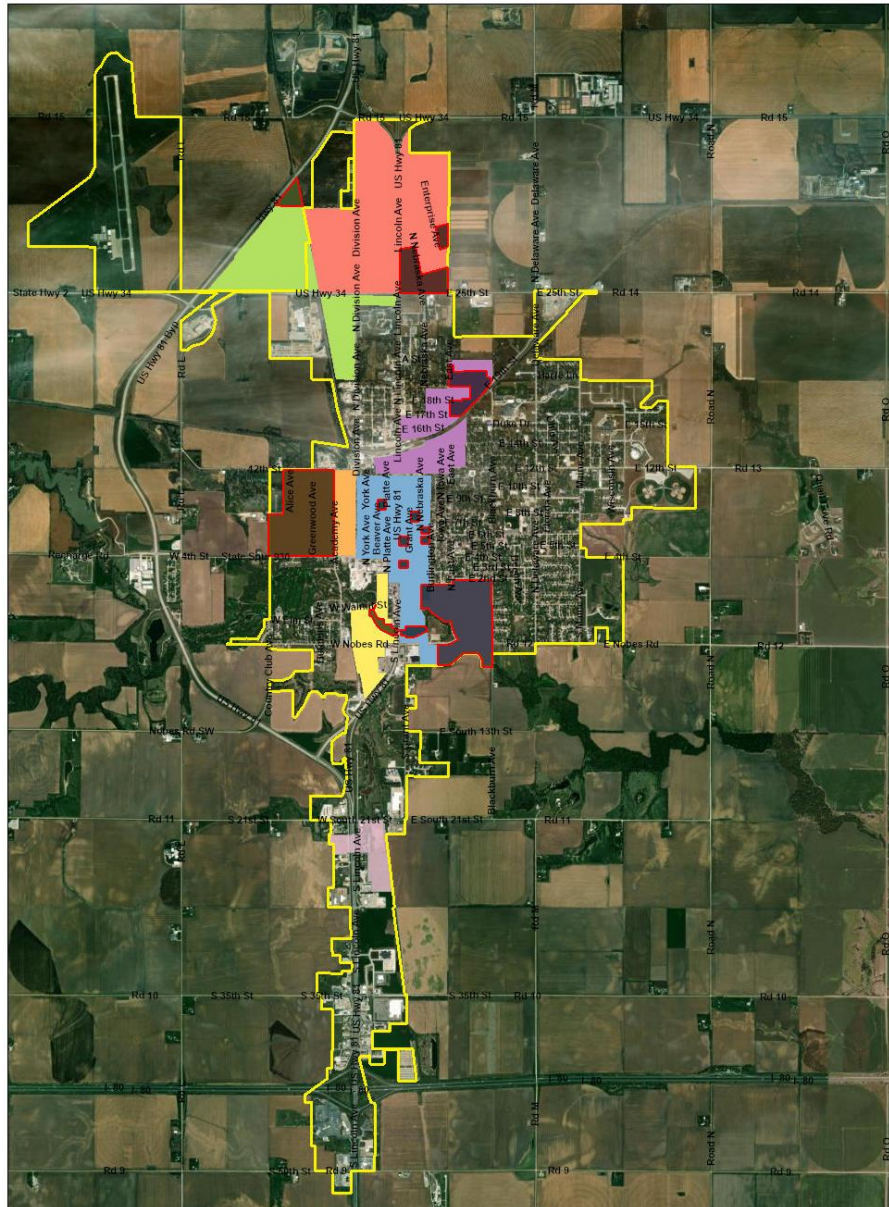
CITY OF YORK, NEBRASKA

De-Blight Study – Proposed De-Designation of Portions of Redevelopment Areas 1, 2, 3, 4, 5, 6, and 7.

Bobbi Pettit, AICP

August 2, 2023

YORK REDEVELOPMENT AREAS AND PROPOSED DEBLIGHT AREAS



- 8/1/2023
- De Blight
 - 5
 - City Limits
 - 6
 - Blight in City Lim
 - 7
 - 1
 - 8
 - 3
 - 4

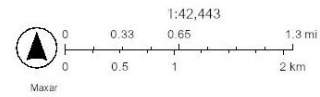


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Purpose of this Study:

The Nebraska Legislature has provided a method for municipalities to utilize, to encourage, and/or execute development activities within areas of the city that have been declared by the governing body to be blighted and substandard. This method is cited within the Nebraska Revised Statutes and is commonly referred to as the Community Redevelopment Act (CRA).

A requirement stated within the statutes is that cities of the first class may not declare more than 35% of its incorporated lands as blighted and substandard and therefore part of a redevelopment area. The City of York has utilized the methods provided by the statutes since it was first made available to municipalities more than 20 years ago. As such, many areas in York that had been previously included within a redevelopment area have been identified either as no longer in need of redevelopment, owned by a property tax-exempt organization, or have very little to no potential of being developed in the foreseeable future. These areas have been identified within this de-blight study.

This de-blight study highlights the 14 areas within the City of York's Redevelopment Areas that are being recommended for removal and therefore no longer delineated as a blighted and substandard area eligible for redevelopment projects in York. A total of 14 areas and approximately 277 acres are recommended to be de-blighted.

A. Part of Redevelopment Area 1, approximately 30.63 acres:

From a point beginning on the northeast corner of Parcel ID (PID) #930179234, then moving west along the north property line of PID #930179234 until reaching the northwest corner of PID #930179234, then moving south along the east right-of-way (ROW) line of North Lincoln Avenue until reaching the southwest corner of PID #930179234, then moving east along the north ROW line of E 25th Street until reaching the southeast corner of PID #930179129, then moving southwest along the north property line of PID #930179129 and then continuing in a straight line across North Nebraska Avenue until reaching a point on the east property line of PID #930179234, then moving northwest along the west ROW line of North Nebraska Avenue until reaching the northeast corner of PID #930179234, which is the point of beginning, approximately 30.63 acres.

Reason for De-Blight:

This land is owned by governmental and non-profit entities that intend to be located here long term. They have developed their properties. Thus, the use of redevelopment projects is not necessary now, nor will they be in the foreseeable future.



B. Part of Redevelopment Area 1, approximately 5.32 acres:

Parcel ID #930179099, approximately 5.32 acres.



Reason for De-Blight:

This land is owned by a governmental entity that intends to be located here long term. Thus, the use of redevelopment projects and incentives is not necessary now nor will they be in the foreseeable future.

C. Part of Redevelopment Area 3, Approximately 8.16 acres:

From a point beginning on the northeast corner of PID #93009818, then moving west along the north property line of PID #93009818 until reaching the east right-of-way line of State Highway 81/34, then moving northeast along the east ROW line of State Highway 81/34 approximately 863.0 feet, then moving southeast along the west ROW line of Burlington Northern Railroad approximately 718.4 feet until reaching the northeast corner of PID #93009818, which is the point of beginning, approximately 8.16 acres.



Reason for De-Blight:

This land is owned by a governmental entity that intends to maintain ownership of the land long term. Thus, the use of redevelopment projects and incentives is not necessary now nor will they be in the foreseeable future.

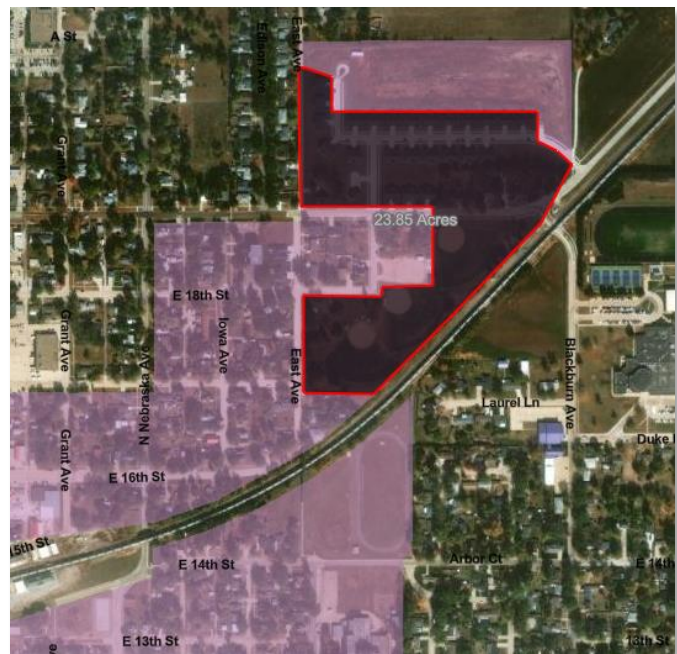
D. Part of Redevelopment Area 4, approximately 23.85 acres:

From a point beginning on the northwest corner of Parcel ID (PID) #930060962, then moving south along the east right-of-way (ROW) line of North East Street until reaching the southwest corner of PID #930189930, then moving east along the north ROW line of East 19th Street until reaching a point on the north ROW line of East 19th Street directly north of the northeast corner of PID #930060792, then moving south in a straight line until reaching the southeast corner of PID #930061055, then moving west in a straight line until reaching the southwest corner of PID #930061055, then moving south in a straight line until reaching the south ROW line of East 18th Street, then moving west along the south ROW line of East 18th Street until reaching the east ROW line of North East Avenue, then moving south along the east ROW line of North East Avenue until reaching the northwest corner of PID #930072499, then moving east in a straight line until reaching the northeast corner of PID #930072499, then moving northeast in a straight line until reaching the northeast corner of PID #930063171, then moving northeast in a straight line approximately 287.12 feet until reaching the eastern corner of PID #930060962, then moving northwest following the northern property line of PID #930060962 until reaching a point on the property line of PID #930060962 approximately 190.57 feet directly south of the southeast corner of PID #930076346, then moving north in a straight line until reaching the southeast corner of PID #930076346, then moving west in a straight line until reaching east property line of PID #930060962, then moving north following the east property line of PID #930060962 until reaching the northeast corner of PID #930060962, then moving northwest following the north property line of PID #930060962 until reaching the northwest corner of PID #930060962 on the east ROW line of North East Avenue, which is the point of beginning, approximately 23.85 acres.

Reason for De-Blight:

Part of the de-blight area contains land that is owned by a governmental entity, and likely will be long term, making it unnecessary to be contained within a redevelopment area.

Part of the de-blight area also contains land that has been fully developed, making any further redevelopment programs and projects no longer necessary.



E. Part of Redevelopment Area 5, approximately 101.93 acres:

From a point beginning on the northeast corner of Parcel ID (PID) #930188347, then moving south along the west right-of-way (ROW) line of North Academy Avenue until reaching the southeast corner of PID #9300020626, then moving west along the north ROW line of West 4th Street until reaching the southwest corner of PID #930102932, then moving north in a straight line until reaching the northwest corner of PID #930103017, then moving east along the south ROW line of West 8th Street until reaching a point on the south ROW line of 8th Street directly south of the southwest corner of PID #930080289, then moving north in a straight line until reaching the south ROW line of West 12th Street, then moving east along the south ROW line of West 12th Street until reaching the northeast corner of PID #930188347, which is the point of beginning, approximately 101.93 acres.

Reason for De-Blight:

This land is no longer a redevelopment priority, nor will it be for the foreseeable future.



F. Part of Redevelopment Area 2, approximately 1.76 acres:

From a point beginning on the northeast corner of Parcel ID (PID) #930002512, then moving west along the south right-of-way (ROW) line of West 9th Street until reaching the northwest corner of PID #930002512, then moving south along the east ROW line of North Beaver Avenue until reaching the southwest corner of PID #930002512, then moving east along the north ROW line of West 8th Street until reaching the southeast corner of PID #930002512, then moving north along the west ROW line of North Platte Avenue until reaching the northeast corner of PID #930002512, which is the point of beginning, approximately 1.76 acres.



Reason for De-Blight:

This land is owned by a non-profit organization that intends to be located here long-term. The property is in good condition. Thus, the use of redevelopment projects is not necessary now nor will it be in the foreseeable future.

G. Part of Redevelopment Area 2, approximately 1.77 acres:

Parcel ID #930004302, approximately 1.77 acres.



Reason for De-Blight:

This block includes land that is owned by a governmental entity that intends to maintain ownership of this land long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment programs or projects in this area.

H. Part of Redevelopment Area 2, approximately 1.18 acres:

Parcel ID #930015177, approximately 1.18 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

I. Part of Redevelopment Area 2, approximately 1.77 acres:

Parcel ID #930007298, approximately 1.77 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

J. Part of Redevelopment Area 2, approximately 1.41 acres:

Parcel ID #930006992, approximately 1.41 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

K. Part of Redevelopment Area 2, approximately 1.13 acres:

From a point beginning on the northwest corner of Parcel ID (PID) #930006143, then moving east in a straight line until reaching the southeast corner of PID #930006062, then moving south in a straight line until reaching the inside corner in the northeast corner of PID #930006143, then moving east in a straight line until reaching the northeast corner of PID #930006313, then moving south along the west right-of-way (ROW) line of North Burlington Avenue until reaching the southeast corner of PID #930006313, then moving west along the north ROW line of East 6th Street until reaching the southwest corner of PID # 930006232, then moving north along the east ROW line of North Nebraska Avenue until reaching the northwest corner of PID #930006143, which is the point of beginning, approximately 1.13 acres.



Reason for De-Blight:

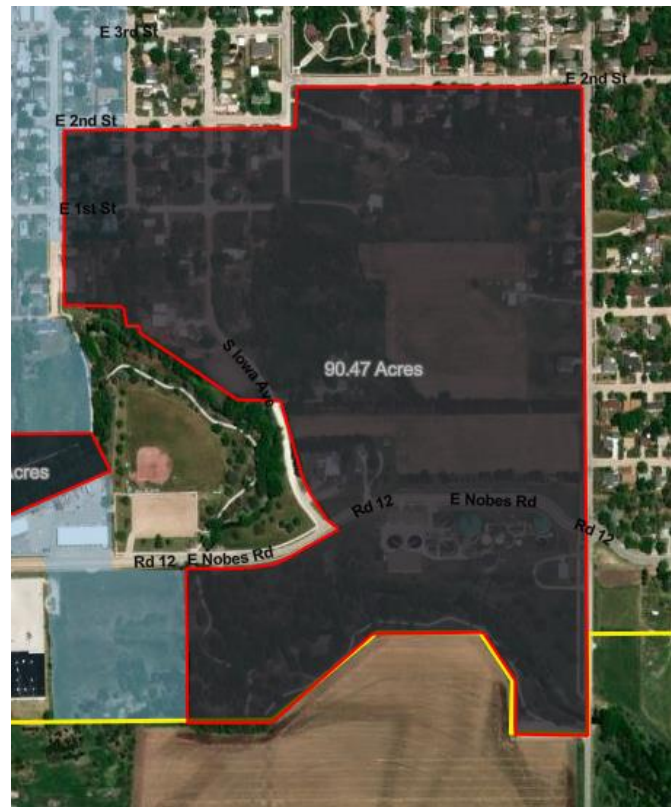
This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

L. Part of Redevelopment Area 7, approximately 90.47 acres:

From a point beginning on the northeast corner of Parcel ID (PID) #930188586, then moving west along the south right-of-way (ROW) line of East 2nd Street until reaching the northwest corner of PID #930077156, then moving south along the east ROW line of North East Avenue until reaching a point on the east ROW line of North East Avenue directly east of the northeast corner of PID #930019458, then moving west along the south ROW line of East 2nd Street until reaching the northwest corner of PID #930019210, then moving south along the east ROW line of North Nebraska Avenue until reaching the southwest corner of PID #930053273, then moving west in a straight line until reaching the southeast corner of PID COY, then moving south until reaching the inside corner of the property line of PID Linear Park, then moving east until reaching the west property line of PID #930052676, then moving south and southeast following the property line of PID #930052676 until reaching the south corner of PID #930052676, then moving west in a straight line until reaching the east ROW line of South Iowa Avenue, then moving southeast following the east ROW line of South Iowa Avenue until reaching the south ROW line of East Nobes Road, then moving west following the south ROW line of East Nobes Road until reaching the northeast corner of PID #930116305, then moving south until reaching the southeast corner of PID #930116305, then moving east and following the south property line of PID #930028848 until reaching the west ROW line of South Blackburn Avenue, then moving north along the west ROW line of South Blackburn Avenue until reaching the northeast corner of PID #930188586, which is the point of beginning, approximately 90.47 acres.

Reason for De-Blight:

This land is no longer a redevelopment priority, nor will it be for the foreseeable future.



M. Part of Redevelopment Area 2, approximately 4.69 acres:

From a point beginning on the southeast corner of Parcel ID (PID) #930076680, then moving southeast in a straight line until reaching the northeast corner of PID #930077148, then moving southwest and west following the north property line of PID #930077148 until reaching the east property line of PID #930064364, then moving north until reaching the northeast corner of PID #930064364, then moving west following the property line of PID Linear Park until reaching the east right-of-way (ROW) line of South Lincoln Avenue, then moving north along the east ROW line of South Lincoln Avenue until reaching the southwest corner of PID #930064100, then moving east until reaching the southeast corner of PID #930064100, then moving north until reaching the southwest corner of PID #930077229, then moving east until reaching the southeast corner of PID #930076680, which is the point of beginning, approximately 4.69 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

N. Part of Redevelopment Area 6, approximately 5.21 acres:

From a point beginning on the southeast corner of Parcel ID (PID) #930077202, then moving south along the west right-of-way (ROW) line of South Lincoln Avenue until reaching the southeast corner of PID Linear Park, then moving northwest until reaching the north corner of PID #930137973, then moving south until reaching the inside corner of PID #930137973, then moving northwest and west along the south property line of Linear Park until reaching the southeast corner of PID #930188470, then moving north until reaching the northeast corner of PID #930042255, then moving east and northeast following the north property line of PID Linear Park until reaching the north corner of PID Linear Park, then moving south and southeast and continuing to follow the eastern and northern property line of PID Linear Park until reaching the northwest corner of PID #930043308, then moving south until reaching the southwest corner of PID #930043308, then moving east following the south property line of PID #930043308 until reaching the west property line of PID #930077202, then moving south until reaching the southwest corner of PID #930077202, then moving east until reaching the southeast corner of PID #930077202, which is the point of beginning, approximately 5.21 acres.

Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.



RESOLUTION 2023-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA REMOVING THE DESIGNATION OF CERTAIN AREAS TO AS BLIGHTED AND SUBSTANDARD PURSUANT TO THE COMMUNITY DEVELOPMENT LAW, CHAPTER 18, ARTICLE 21, REISSUE REVISED STATUTES OF NEBRASKA, AS AMENDED

Recitals

a. The City of York, Nebraska (the “City”), has previously declared, by various resolutions of the City Council, that certain areas of the City are determined to be blighted and substandard and in need of redevelopment; and

b. Section 18-2156 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), prescribes the requirements and procedures for the reviewing and removing such designation of blighted and substandard; and

c. The City Council has received and reviewed a “City of York, Nebraska, De-Blight Study” (the “Study”) prepared by Bobbi Pettit, AICP, attached Exhibit “A”; and

c. On August 17, 2023, at 5:30 p.m., the Mayor and Council of the City held a public hearing (the “Public Hearing”) in the Council Room at the York City Hall, 100 East 4th Street in the City, to determine whether that certain area more fully described in the Study should no longer be designated blighted and substandard and in need of redevelopment as required by the Act; and

e. Notice of the Public Hearing was published in *The York News-Times*, a legal newspaper of general circulation in the City, on July 19, 2023, and July 26, 2023, which notice described the time, date, place and purpose of the Public Hearing and advised where a copy of a substandard and blighted study was available for public inspection and the legal description of the Redevelopment Area; the last publication of such notice being at least ten days prior to the time of the Public Hearing; and

f. On or before July 21, 2023, such date being at least 10 days prior to the time of the Public Hearing, the City mailed notice of the Public Hearing by United States Certified Mail, return receipt requested, sufficient postage affixed, to all registered neighborhood associations whose area of representation is located in whole or in part within a one-mile radius of the area described in the Study and to the president or chairperson of the governing body of each county, school district, community college, educational service unit, and natural resources district with real property in the area described in the Study, which notice included the time, date, place, and purpose of the Public Hearing and advised; and

g. The Public Hearing was conducted and all interested parties were afforded a reasonable opportunity to express their views respecting the removal of the designation as blighted and substandard and the Mayor and Council reviewed and discussed the Study; and

h. The Mayor and Council submitted the question of whether the area described in the Study should no longer be designated blighted and substandard and in need of redevelopment to the Planning Commission of the City for its review and recommendation and the Mayor and Council reviewed and discussed the recommendations received from the Planning Commission; and

i. The Mayor and Council desire to determine whether the Redevelopment Area is no longer blighted and substandard and in need of redevelopment in accordance with the Act.

Resolved that:

1. The designation of area described on Exhibit "A" as substandard and blighted is hereby removed.

2. The removal of the designation set forth in Section 1, above, shall not terminate any division of taxes under Section 18-2147 of the Act and shall not affect the validity of any redevelopment plan or project in the area described in Exhibit "A".

DATED: August 17, 2023.

CITY OF YORK, NEBRASKA

ATTEST:

By: _____
Amanda Ring, City Clerk

By: _____
Barry Redfern, Mayor

[S E A L]

Exhibit A
[Attach copy of Study]

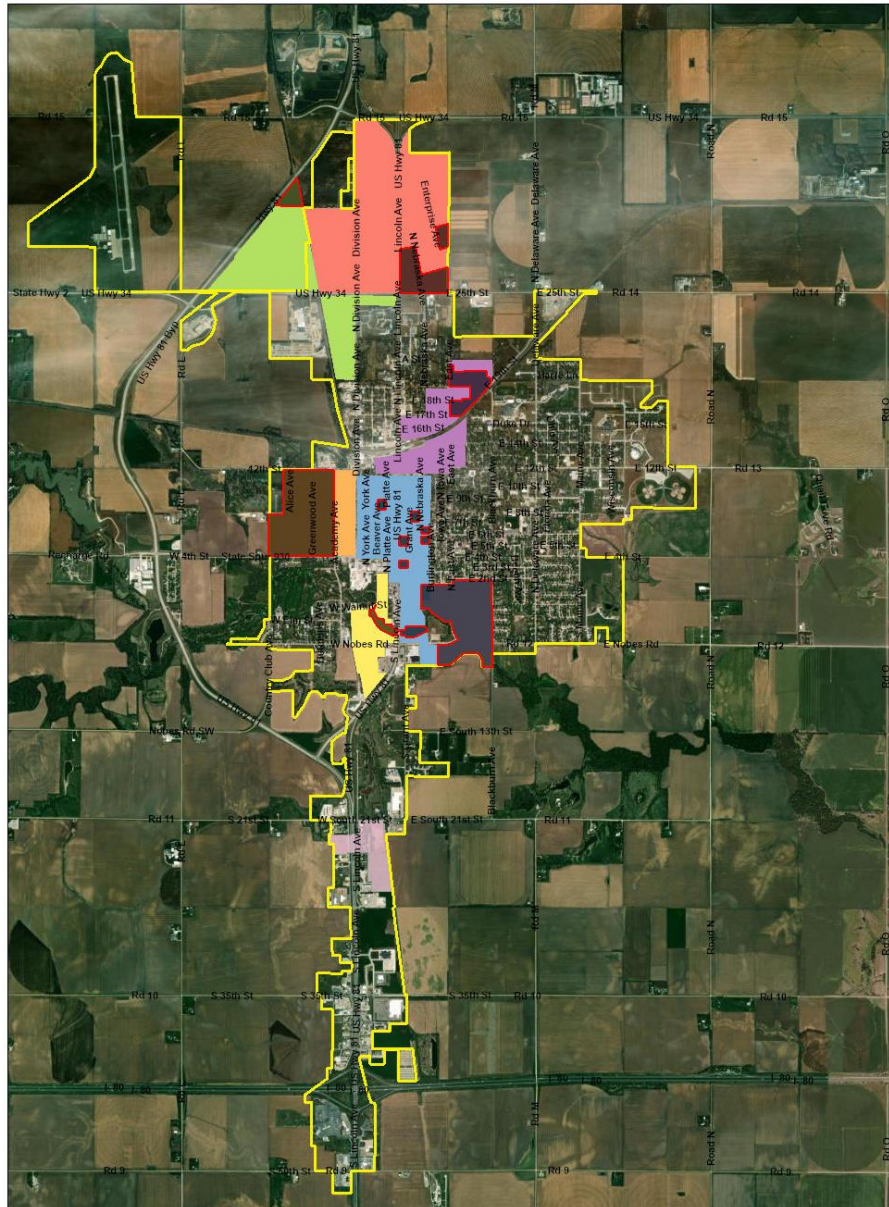
CITY OF YORK, NEBRASKA

De-Blight Study – Proposed De-Designation of Portions of Redevelopment Areas 1, 2, 3, 4, 5, 6, and 7.

Bobbi Pettit, AICP

August 2, 2023

YORK REDEVELOPMENT AREAS AND PROPOSED DEBLIGHT AREAS



8/1/2023

- De Blight
- 5
- City Limits
- 6
- Blight in City Lim
- 7
- 1
- 8
- 3
- 4

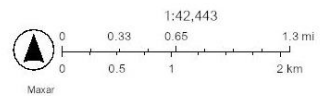


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Purpose of this Study:

The Nebraska Legislature has provided a method for municipalities to utilize, to encourage, and/or execute development activities within areas of the city that have been declared by the governing body to be blighted and substandard. This method is cited within the Nebraska Revised Statutes and is commonly referred to as the Community Redevelopment Act (CRA).

A requirement stated within the statutes is that cities of the first class may not declare more than 35% of its incorporated lands as blighted and substandard and therefore part of a redevelopment area. The City of York has utilized the methods provided by the statutes since it was first made available to municipalities more than 20 years ago. As such, many areas in York that had been previously included within a redevelopment area have been identified either as no longer in need of redevelopment, owned by a property tax-exempt organization, or have very little to no potential of being developed in the foreseeable future. These areas have been identified within this de-blight study.

This de-blight study highlights the 14 areas within the City of York's Redevelopment Areas that are being recommended for removal and therefore no longer delineated as a blighted and substandard area eligible for redevelopment projects in York. A total of 14 areas and approximately 277 acres are recommended to be de-blighted.

A. Part of Redevelopment Area 1, approximately 30.63 acres:

From a point beginning on the northeast corner of Parcel ID (PID) #930179234, then moving west along the north property line of PID #930179234 until reaching the northwest corner of PID #930179234, then moving south along the east right-of-way (ROW) line of North Lincoln Avenue until reaching the southwest corner of PID #930179234, then moving east along the north ROW line of E 25th Street until reaching the southeast corner of PID #930179129, then moving southwest along the north property line of PID #930179129 and then continuing in a straight line across North Nebraska Avenue until reaching a point on the east property line of PID #930179234, then moving northwest along the west ROW line of North Nebraska Avenue until reaching the northeast corner of PID #930179234, which is the point of beginning, approximately 30.63 acres.

Reason for De-Blight:

This land is owned by governmental and non-profit entities that intend to be located here long term. They have developed their properties. Thus, the use of redevelopment projects is not necessary now, nor will they be in the foreseeable future.



B. Part of Redevelopment Area 1, approximately 5.32 acres:

Parcel ID #930179099, approximately 5.32 acres.



Reason for De-Blight:

This land is owned by a governmental entity that intends to be located here long term. Thus, the use of redevelopment projects and incentives is not necessary now nor will they be in the foreseeable future.

C. Part of Redevelopment Area 3, Approximately 8.16 acres:

From a point beginning on the northeast corner of PID #93009818, then moving west along the north property line of PID #93009818 until reaching the east right-of-way line of State Highway 81/34, then moving northeast along the east ROW line of State Highway 81/34 approximately 863.0 feet, then moving southeast along the west ROW line of Burlington Northern Railroad approximately 718.4 feet until reaching the northeast corner of PID #93009818, which is the point of beginning, approximately 8.16 acres.



Reason for De-Blight:

This land is owned by a governmental entity that intends to maintain ownership of the land long term. Thus, the use of redevelopment projects and incentives is not necessary now nor will they be in the foreseeable future.

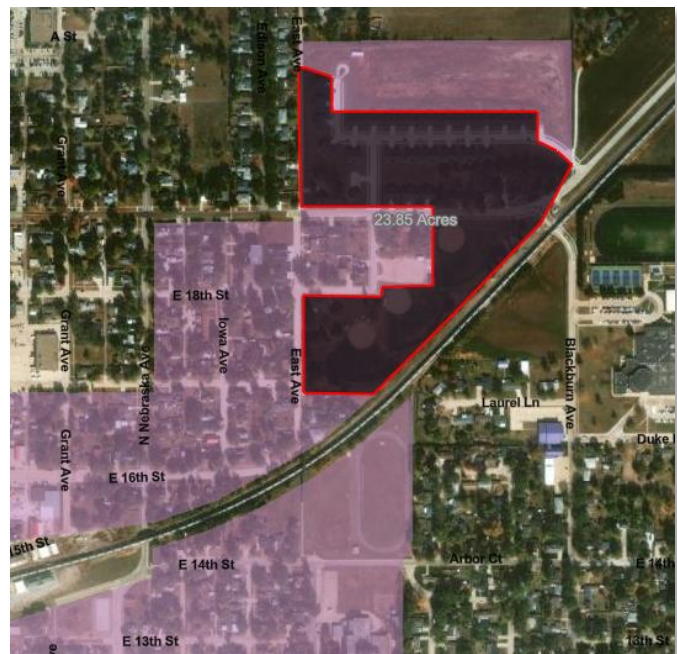
D. Part of Redevelopment Area 4, approximately 23.85 acres:

From a point beginning on the northwest corner of Parcel ID (PID) #930060962, then moving south along the east right-of-way (ROW) line of North East Street until reaching the southwest corner of PID #930189930, then moving east along the north ROW line of East 19th Street until reaching a point on the north ROW line of East 19th Street directly north of the northeast corner of PID #930060792, then moving south in a straight line until reaching the southeast corner of PID #930061055, then moving west in a straight line until reaching the southwest corner of PID #930061055, then moving south in a straight line until reaching the south ROW line of East 18th Street, then moving west along the south ROW line of East 18th Street until reaching the east ROW line of North East Avenue, then moving south along the east ROW line of North East Avenue until reaching the northwest corner of PID #930072499, then moving east in a straight line until reaching the northeast corner of PID #930072499, then moving northeast in a straight line until reaching the northeast corner of PID #930063171, then moving northeast in a straight line approximately 287.12 feet until reaching the eastern corner of PID #930060962, then moving northwest following the northern property line of PID #930060962 until reaching a point on the property line of PID #930060962 approximately 190.57 feet directly south of the southeast corner of PID #930076346, then moving north in a straight line until reaching the southeast corner of PID #930076346, then moving west in a straight line until reaching east property line of PID #930060962, then moving north following the east property line of PID #930060962 until reaching the northeast corner of PID #930060962, then moving northwest following the north property line of PID #930060962 until reaching the northwest corner of PID #930060962 on the east ROW line of North East Avenue, which is the point of beginning, approximately 23.85 acres.

Reason for De-Blight:

Part of the de-blight area contains land that is owned by a governmental entity, and likely will be long term, making it unnecessary to be contained within a redevelopment area.

Part of the de-blight area also contains land that has been fully developed, making any further redevelopment programs and projects no longer necessary.



E. Part of Redevelopment Area 5, approximately 101.93 acres:

From a point beginning on the northeast corner of Parcel ID (PID) #930188347, then moving south along the west right-of-way (ROW) line of North Academy Avenue until reaching the southeast corner of PID #9300020626, then moving west along the north ROW line of West 4th Street until reaching the southwest corner of PID #930102932, then moving north in a straight line until reaching the northwest corner of PID #930103017, then moving east along the south ROW line of West 8th Street until reaching a point on the south ROW line of 8th Street directly south of the southwest corner of PID #930080289, then moving north in a straight line until reaching the south ROW line of West 12th Street, then moving east along the south ROW line of West 12th Street until reaching the northeast corner of PID #930188347, which is the point of beginning, approximately 101.93 acres.

Reason for De-Blight:

This land is no longer a redevelopment priority, nor will it be for the foreseeable future.



F. Part of Redevelopment Area 2, approximately 1.76 acres:

From a point beginning on the northeast corner of Parcel ID (PID) #930002512, then moving west along the south right-of-way (ROW) line of West 9th Street until reaching the northwest corner of PID #930002512, then moving south along the east ROW line of North Beaver Avenue until reaching the southwest corner of PID #930002512, then moving east along the north ROW line of West 8th Street until reaching the southeast corner of PID #930002512, then moving north along the west ROW line of North Platte Avenue until reaching the northeast corner of PID #930002512, which is the point of beginning, approximately 1.76 acres.



Reason for De-Blight:

This land is owned by a non-profit organization that intends to be located here long-term. The property is in good condition. Thus, the use of redevelopment projects is not necessary now nor will it be in the foreseeable future.

G. Part of Redevelopment Area 2, approximately 1.77 acres:

Parcel ID #930004302, approximately 1.77 acres.



Reason for De-Blight:

This block includes land that is owned by a governmental entity that intends to maintain ownership of this land long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment programs or projects in this area.

H. Part of Redevelopment Area 2, approximately 1.18 acres:

Parcel ID #930015177, approximately 1.18 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

I. Part of Redevelopment Area 2, approximately 1.77 acres:

Parcel ID #930007298, approximately 1.77 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

J. Part of Redevelopment Area 2, approximately 1.41 acres:

Parcel ID #930006992, approximately 1.41 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

K. Part of Redevelopment Area 2, approximately 1.13 acres:

From a point beginning on the northwest corner of Parcel ID (PID) #930006143, then moving east in a straight line until reaching the southeast corner of PID #930006062, then moving south in a straight line until reaching the inside corner in the northeast corner of PID #930006143, then moving east in a straight line until reaching the northeast corner of PID #930006313, then moving south along the west right-of-way (ROW) line of North Burlington Avenue until reaching the southeast corner of PID #930006313, then moving west along the north ROW line of East 6th Street until reaching the southwest corner of PID # 930006232, then moving north along the east ROW line of North Nebraska Avenue until reaching the northwest corner of PID #930006143, which is the point of beginning, approximately 1.13 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

L. Part of Redevelopment Area 7, approximately 90.47 acres:

From a point beginning on the northeast corner of Parcel ID (PID) #930188586, then moving west along the south right-of-way (ROW) line of East 2nd Street until reaching the northwest corner of PID #930077156, then moving south along the east ROW line of North East Avenue until reaching a point on the east ROW line of North East Avenue directly east of the northeast corner of PID #930019458, then moving west along the south ROW line of East 2nd Street until reaching the northwest corner of PID #930019210, then moving south along the east ROW line of North Nebraska Avenue until reaching the southwest corner of PID #930053273, then moving west in a straight line until reaching the southeast corner of PID COY, then moving south until reaching the inside corner of the property line of PID Linear Park, then moving east until reaching the west property line of PID #930052676, then moving south and southeast following the property line of PID #930052676 until reaching the south corner of PID #930052676, then moving west in a straight line until reaching the east ROW line of South Iowa Avenue, then moving southeast following the east ROW line of South Iowa Avenue until reaching the south ROW line of East Nobes Road, then moving west following the south ROW line of East Nobes Road until reaching the northeast corner of PID #930116305, then moving south until reaching the southeast corner of PID #930116305, then moving east and following the south property line of PID #930028848 until reaching the west ROW line of South Blackburn Avenue, then moving north along the west ROW line of South Blackburn Avenue until reaching the northeast corner of PID #930188586, which is the point of beginning, approximately 90.47 acres.

Reason for De-Blight:

This land is no longer a redevelopment priority, nor will it be for the foreseeable future.



M. Part of Redevelopment Area 2, approximately 4.69 acres:

From a point beginning on the southeast corner of Parcel ID (PID) #930076680, then moving southeast in a straight line until reaching the northeast corner of PID #930077148, then moving southwest and west following the north property line of PID #930077148 until reaching the east property line of PID #930064364, then moving north until reaching the northeast corner of PID #930064364, then moving west following the property line of PID Linear Park until reaching the east right-of-way (ROW) line of South Lincoln Avenue, then moving north along the east ROW line of South Lincoln Avenue until reaching the southwest corner of PID #930064100, then moving east until reaching the southeast corner of PID #930064100, then moving north until reaching the southwest corner of PID #930077229, then moving east until reaching the southeast corner of PID #930076680, which is the point of beginning, approximately 4.69 acres.



Reason for De-Blight:

This area includes land that is owned by a governmental entity that intends to maintain ownership of this property long term. Because this land is owned by a governmental institution, and will be long term, there is no further need for redevelopment projects or programs for the foreseeable future.

RESOLUTION 2023-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA DECLARING CERTAIN AREAS TO BE BLIGHTED AND SUBSTANDARD AND IN NEED OF REDEVELOPMENT PURSUANT TO THE COMMUNITY DEVELOPMENT LAW, CHAPTER 18, ARTICLE 21, REISSUE REVISED STATUTES OF NEBRASKA, AS AMENDED

Recitals

a. It is necessary, desirable, advisable, and in the best interests of the City of York, Nebraska (the “**City**”), to undertake and carry out redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

b. The Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

c. Section 18-2109 of the Act requires that, prior to the preparation by the Community Development Agency of the City of a redevelopment plan for a redevelopment project, the Mayor and Council shall, by resolution, declare the area to be blighted and substandard; and

d. On August 3, 2023, at 5:30 p.m., the Mayor and Council of the City held a public hearing (the “**Public Hearing**”) in the Council Room at the York City Hall, 100 East 4th Street in the City, to determine whether that certain area more fully described below (the “**Redevelopment Area**”) should be declared blighted and substandard and in need of redevelopment as required by the Act; and

e. Notice of the Public Hearing was published in *The York News-Times*, a legal newspaper of general circulation in the City, on June 23, 2023, and June 30, 2023, which notice described the time, date, place and purpose of the Public Hearing and advised where a copy of a substandard and blighted study was available for public inspection and the legal description of the Redevelopment Area; the last publication of such notice being at least ten days prior to the time of the Public Hearing; and

f. On or before June 22, 2023, such date being at least 10 days prior to the time of the Public Hearing, the City mailed notice of the Public Hearing by United States Certified Mail, return receipt requested, sufficient postage affixed, to all registered neighborhood associations whose area of representation is located in whole or in part within a one-mile radius of the Redevelopment Area and to the president or chairperson of the governing body of each county, school district, community college, educational service unit, and natural resources district with real property in the Redevelopment Area, which notice included the time, date, place, and purpose of the Public Hearing and advised where a copy of a substandard and blighted study was available for public inspection; and

g. The Public Hearing was conducted and all interested parties were afforded a reasonable opportunity to express their views respecting the declaration of the Redevelopment Area as blighted and substandard and in need of redevelopment, and the Mayor and Council reviewed and discussed a Redevelopment Area Substandard/Blight Survey (the “**Study**”) prepared by Bobbi Pettit, AICP, a copy of which is attached hereto as **Exhibit “A”**; and

h. The Mayor and Council submitted the question of whether the Redevelopment Area was blighted and substandard and in need of redevelopment to the Planning Commission of the City for its review and recommendation and on July 11, 2023, and the Mayor and Council reviewed and discussed the recommendations received from the Planning Commission; and

i. The Mayor and Council desire to determine whether the Redevelopment Area is blighted and substandard and in need of redevelopment in accordance with the Act.

Resolved that:

1. The Redevelopment Area is hereby declared to be substandard and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area meeting the criteria set forth in Section 18-2103(31) of the Act, as described and set forth in the Study. The Redevelopment Area is more particularly described as follows on **Exhibit “B”**.

2. The Redevelopment Area is hereby further declared to be blighted and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area meeting the criteria set forth in the Act, including, without limitation, (a) one or more of the factors set forth in Section 18-2103(3)(a) of the Act and (b) at least one of the factors set forth in (i) through (iv) of Section 18-2103(3)(b) of the Act, as described and set forth in the Study.

3. The blighted and substandard conditions existing in the Redevelopment Area are beyond remedy and control solely through the regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Act, and the elimination of the blighted and substandard conditions under the authority of the Act is hereby found to be a public purpose and declared to be in the public interest.

4. The Redevelopment Area is in need of redevelopment and is or will be an eligible site for a redevelopment project under the provisions of the Act at the time of the adoption of any redevelopment plan with respect thereto.

5. This Resolution shall be published and shall take effect as provided by law.

DATED: August 17, 2023.

CITY OF YORK, NEBRASKA

ATTEST:

By: _____
Clerk

By: _____
Mayor

[S E A L]

Exhibit A
[Attach copy of Study]

CITY OF YORK, NEBRASKA

2023 Blight & Substandard Study

Proposed Amendment A to Redevelopment Area 4 and Proposed Redevelopment Areas 9 and 10

Bobbi Pettit, AICP

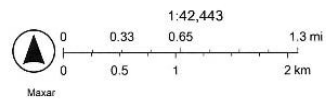
June 22, 2023

York Redevelopment and De-blight Areas



6/19/2023

- De Blight 5
- City Limits 6
- Blight in City Lim 7
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BLIGHT & SUBSTANDARD STUDY

REDEVELOPMENT AREA 4 AMENDMENT; REDEVELOPMENT AREA 9; & REDEVELOPMENT AREA 10

STUDY CONCLUSIONS

The Nebraska Legislature has provided a method for municipalities to utilize to encourage and/or execute development activities within areas of the city that have been declared by the governing body to be blighted and substandard. This method is cited within the Nebraska Revised Statutes and is referred to as Community Redevelopment Law.

According to the Statutes, once the blight and substandard declaration is made, these areas are established as redevelopment areas where certain development activities that are encouraged and /or executed by the local governing body are allowed.

The Statutes provide the criteria that must be identified to support this blight and substandard declaration that establishes the redevelopment areas. The following section references these criteria that are listed.

The Statutes also state that a combination of criteria must be identified; therefore, it is not necessary nor required that all criteria listed are identified within the proposed redevelopment areas.

The Statutes list a plethora of possible ways in which an area would contain blight and substandard criteria. These criteria are outlined as possible reasons that an area may need additional development assistance to reach its full potential.

This Blight and Substandard Study (Study) compares characteristics of these areas to the list of criteria provided within the Statutes:

- 1) Amendment to Redevelopment Area 4
- 2) Redevelopment Area 9
- 3) Redevelopment Area 10

The Study concludes that all three of the proposed areas contain a combination of the criteria identified by the Statutes as indicators of blight and substandard challenges.

These challenges will require the governing body's assistance to complete redevelopment activities to reverse the blight and substandard trends and ensure these areas reach their full potential as developed lands contributing positively to the overall good of the community.

STUDY PURPOSE

The purpose of the study is to assist in following the guidance set forth by the Nebraska State Legislature regarding the definition of blighted and substandard and to identify new target areas in the community for commercial redevelopment and workforce housing development.

The area in question was compared to the definition of a substandard and blighted area as defined by Nebraska Revised Statute 18-2103.31, which explicitly defines a substandard area as:

[A]n area in which there is a predominance of buildings or improvements, whether non-residential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

Section 18-2103:03 also defines a blighted area as:

[A]n area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses.

Section 18-2103:03 also states the amount of area that a city can designate as blighted and substandard.

Thus, York, a city of the first class, shall not declare more than 35% of the land within the city's corporate limits as blighted & substandard, and in need of redevelopment:

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.

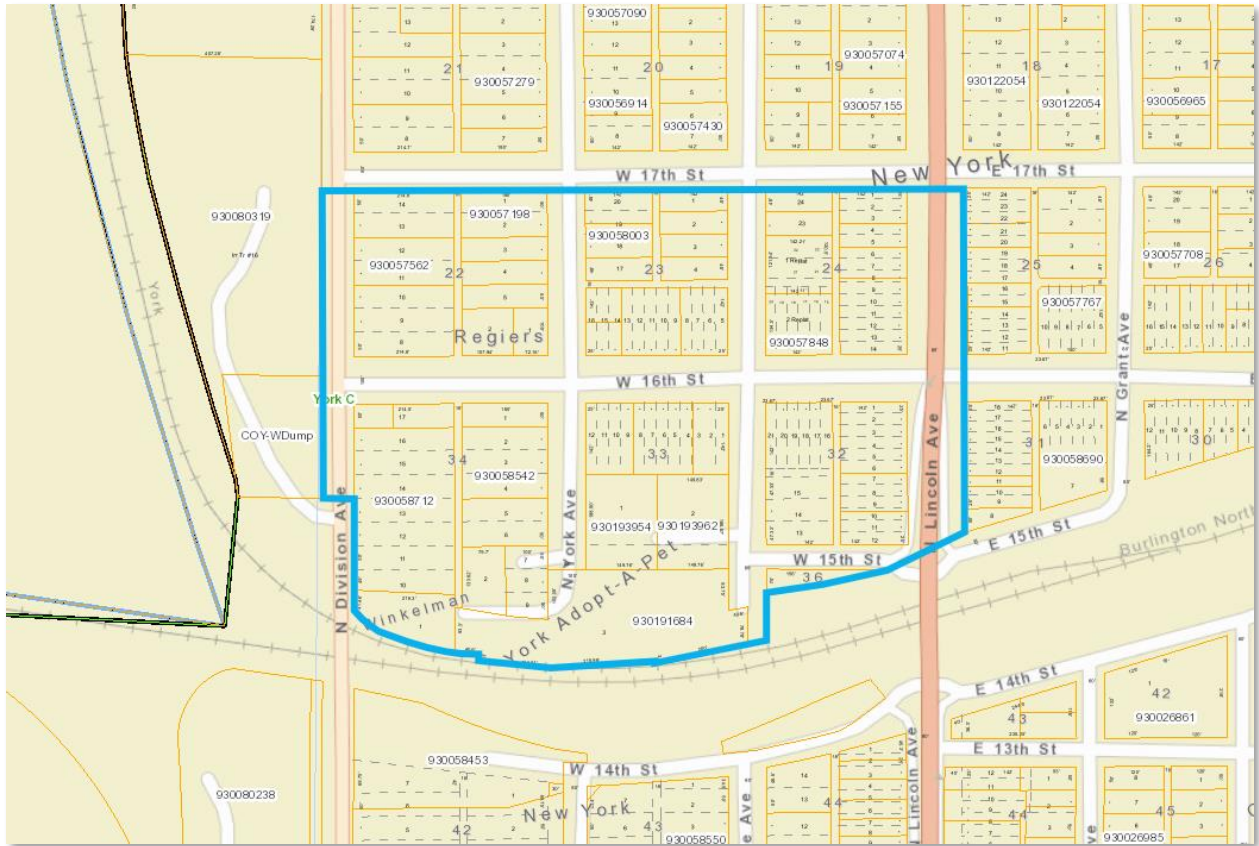
IDENTIFICATION OF PROPOSED AMENDMENT A TO REDEVELOPMENT AREA 4

Area Description:

Proposed Amendment A to Redevelopment Area 4 encompasses approximately 28.27 acres and is described as follows:

From a point beginning at the northwest corner of Parcel ID (PID) #930057600, then moving west along the south right-of-way (ROW) line of East 17th Street until reaching a point on the east property line of PID #930080319 directly west of the northwest corner of PID #930057643, then moving south along the west ROW line of North Division Avenue until reaching the southeast corner of PID COY-WDump, then moving east in a straight line until reaching a point on the west property line of PID #930058712 directly east of the southeast corner of PID COY-WDump, then moving south along the east ROW line of North Division Avenue until reaching the southwest corner of PID #930131692, then moving east along the north ROW line of the Burlington Northern Railroad until reaching a point directly south of the southwest corner of PID #930058283, then moving north in a straight line from that point until reaching the southwest corner of PID #930058283, then moving northeast along the south property line of PID #930058283 until reaching the northeast corner of PID #930058283, then moving northeast in a straight line from that point until reaching the southwest corner of PID #930058771, then moving north along the east ROW line of North Lincoln Avenue until reaching the northwest corner of PID #930057600, which is the point of beginning, approximately 28.27 acres.

Area Map:



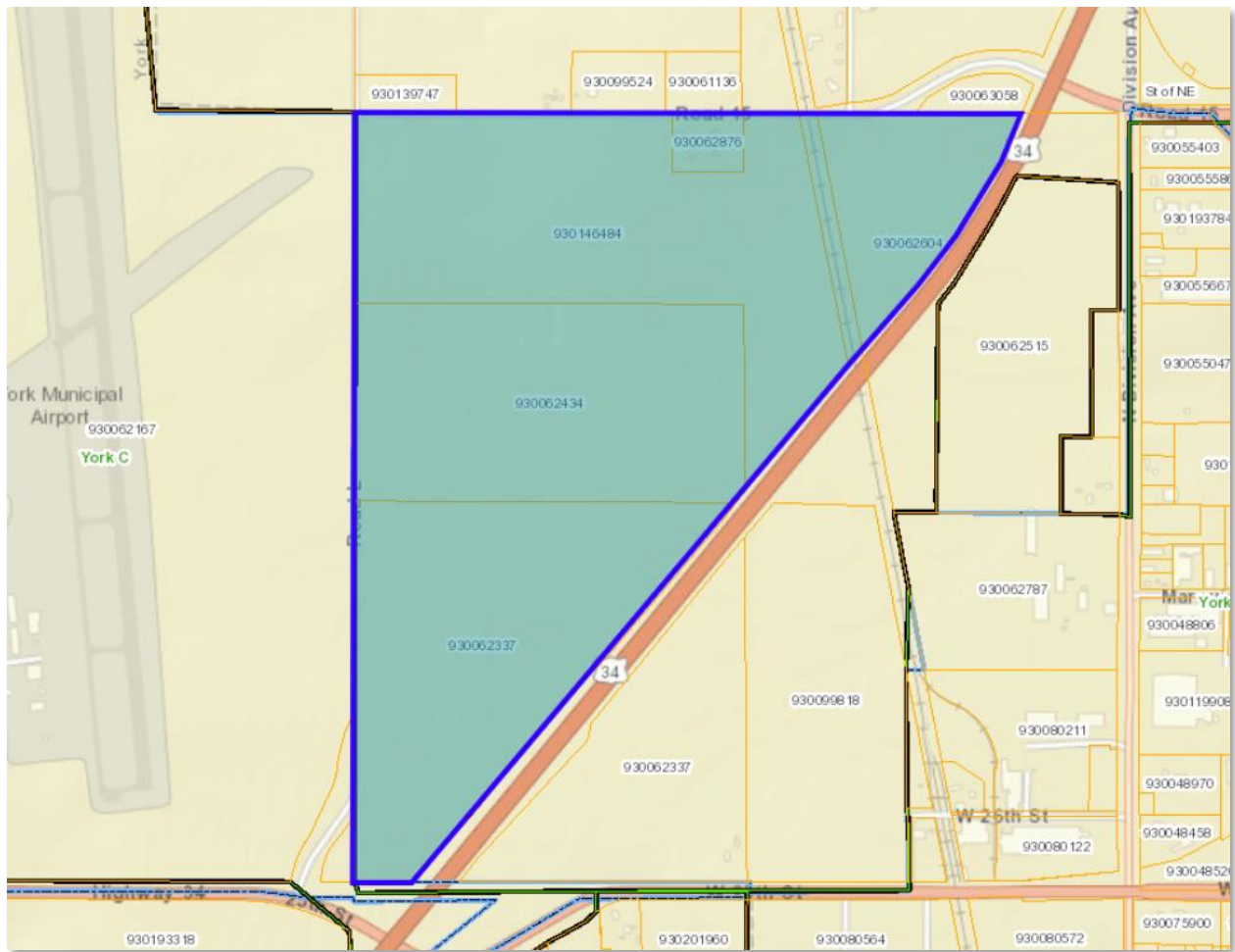
IDENTIFICATION OF PROPOSED REDEVELOPMENT AREA 9

Area Description:

Proposed Redevelopment Area 9 encompasses approximately 310.65 acres and is described as follows:

From a point beginning at the southwest corner of Parcel ID (PID) #930062337, then moving north in a straight line until reaching the northwest corner of PID #930146484, then moving east in a straight line until reaching the southeast corner of PID #930063058, then moving southwest following the west right-of-way line of State HWY 81/34 until reaching the southeast corner of PID #930062337, then moving west along the south property line of PID #930062337 until reaching the southwest corner of PID #930062337, which is the point of beginning, approximately 310.65 acres.

Area Map:



IDENTIFICATION OF PROPOSED REDEVELOPMENT AREA 10

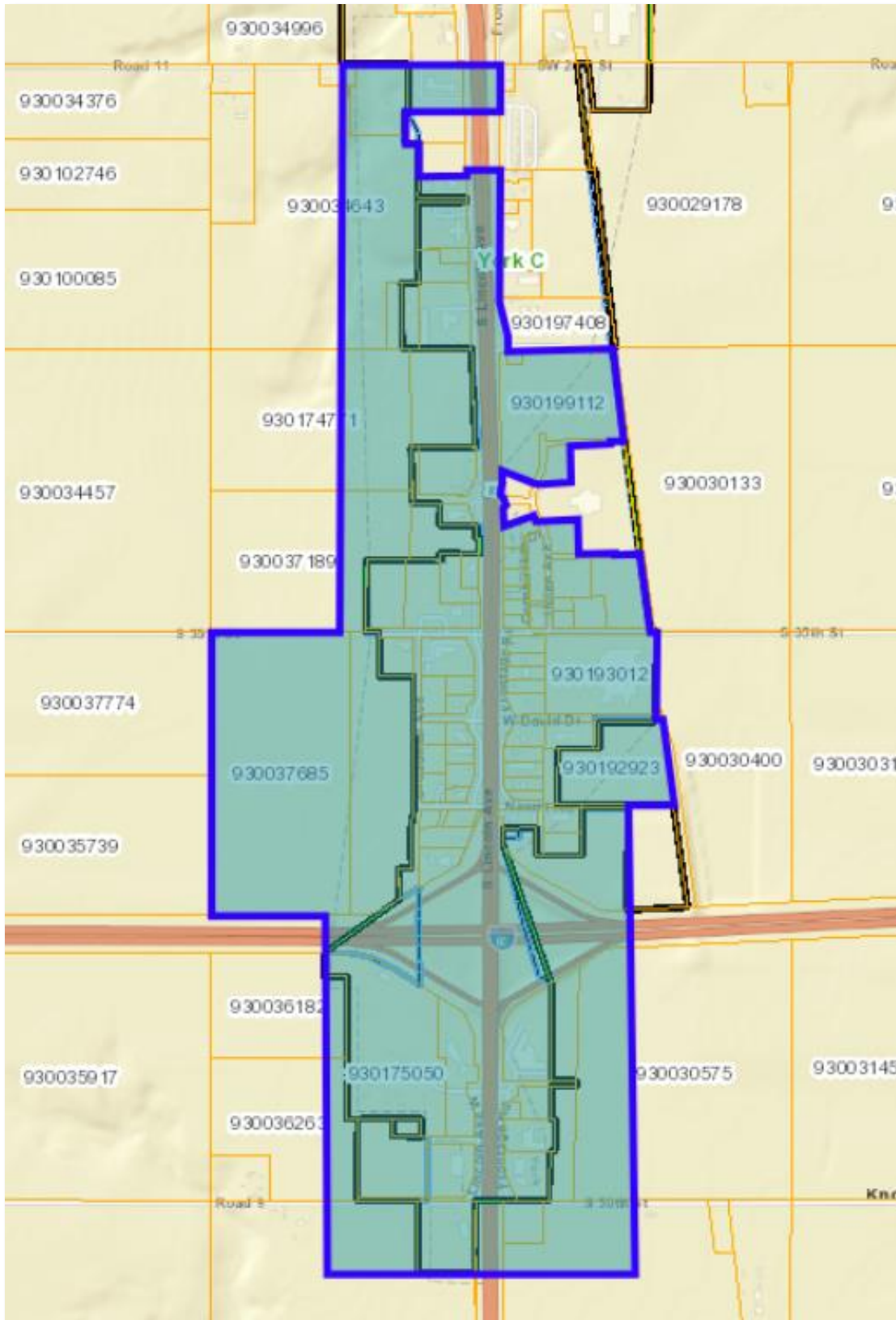
Area Description:

Proposed Redevelopment Area 10 encompasses approximately 684.49 acres and is described as follows:

From a point beginning at the southwest corner of Parcel ID (PID) #930099761, then moving south in a straight line until reaching a point on the north property line of PID #930037685, then moving west from that point along the north property line of PID #930037685 until reaching the northwest corner of PID #930037685, then moving south along the west property line of PID #930037685 until reaching the southwest corner of PID #930037685, then moving east along the south property line of PID #930037685 until reaching a point on the south property line of PID #930037685 approximately 1,060 feet east of the southwest corner of PID #930037685, then moving south in a straight line from that point until reaching a point approximately 875 feet directly west of the southwest corner of PID #930036808, then moving east in a straight line from that point until reaching a point approximately 1,417 feet directly east of the southeast corner of PID #930036808, then moving north in a straight line from that point until reaching the north property line of PID #930201248, then moving east along the north property line of PID #930201248 until reaching the southeast corner of PID #930192923, then moving northwest along the east property line of PID #930192923 until reaching the northeast corner of PID #930192923, then moving west along the north property line of PID #930192923 until reaching the intersection of the north property line of PID #930192923 and the York Municipal boundary, then moving north along the York Municipal boundary until reaching the northwest corner of PID #930030400, then continuing along the York municipal boundary moving west then northwest until reaching the southeast corner of PID #930103122, then moving west following the south property line of PID #930103122 until reaching the southeast corner of PID #930199096, then moving north along the east property line of PID #930199096 until reaching the northeast corner of PID #930199096, then moving west along the north property line of PID #930199096 until reaching a point on the northeast property line of PID #930201288 directly west of the northwest corner of PID #930199096, then moving northwest along the northeast property line of PID #930201288 until reaching the north corner of PID #930201288, then moving southwest along the northwest property line of PID #930201288 until reaching the southwest corner of PID #930103122, then moving north following the west property line of PID #930103122 until reaching the northwest corner of PID #930103122, then moving southeast in a straight line from that point until reaching the southeast corner of PID #930103122, then moving east in a straight line until reaching the southeast corner of PID #930199104, then moving north along the east property line of PID #930199104 until reaching the northeast corner of PID #930199104, then moving east following the north property of PID #930103122 until reaching the York Municipal boundary, then moving north following the York Municipal boundary until reaching the northeast corner of PID #930199112, then moving west along the north property line of PID #930199112 until reaching the southwest corner of PID #930197408, then moving north along the east right-

of-way (ROW) line of S Lincoln Avenue until reaching the northwest corner of PID #930029429, then moving west in a straight line until reaching a point on the east property line of PID #930100107 directly west of the northwest corner of PID #930029429, then moving south along the east property line of PID #930100107 until reaching the southeast corner of PID #930100107, then moving west along the south property line of PID #930100107 until reaching the southwest corner of PID #930100107, then moving north along the west property line of PID #930100107 until reaching the northwest corner of PID #930100107, then moving west along the south property line of PID #930102940 until reaching the southwest corner of PID #930102940, then moving north along the west property line of PID #930102940 until reaching the northwest corner of PID #930102940, then moving east in a straight line until reaching a point on the west property line of PID #930029259 directly east of the northeast corner of PID #930102940, then moving north until reaching the northwest corner of PID #930029348, then moving west until reaching the southwest corner of PID #930099761, which is the point of beginning, approximately 684.49 acres.

Area Map:



BLIGHT & SUBSTANDARD CRITERIA

SUBSTANDARD CRITERIA

An area with the presence of any combination of such factors can be deemed substandard:

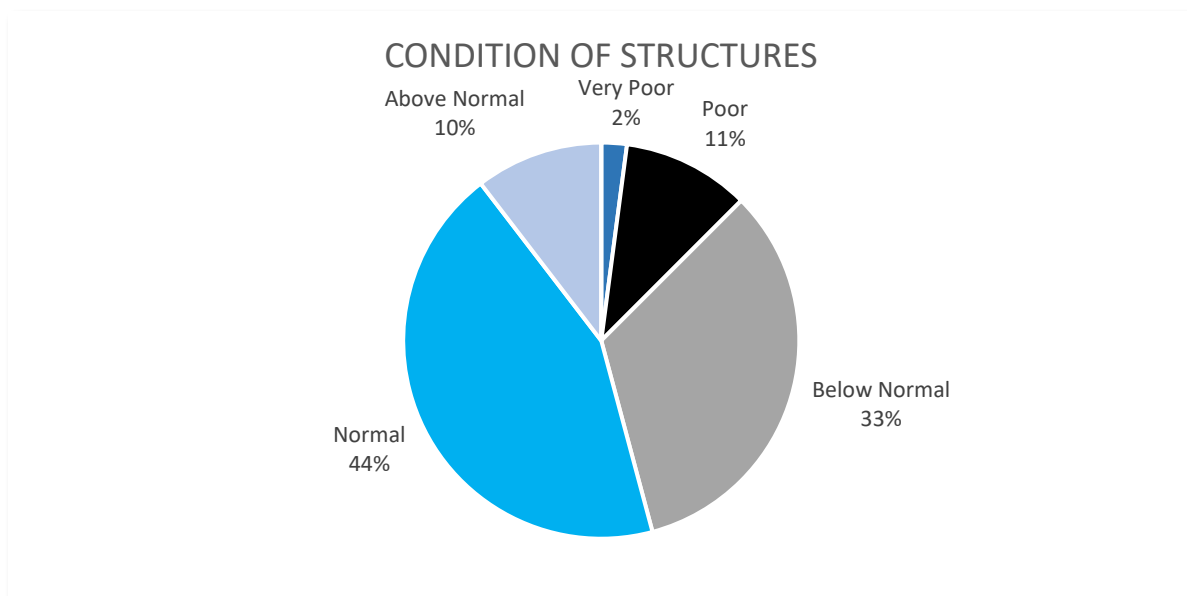
1. Dilapidation;
2. Deterioration;
3. Age or Obsolescence;
4. Conditions that endanger life or property by fire and other causes;
5. Inadequate provision for ventilation, light, air, sanitation, or open spaces; and
6. High density of population or overcrowding.

Dilapidation and Deterioration:

Proposed Amendment A to Redevelopment Area 4

Condition of Structures

The York County Assessor provides a condition rating for the residential structures in York County ranging from Very Poor to Very Good. Based on the information collected from York County Assessor property records (york.gworks.com), the condition of more than **45% of the structures** in Proposed Amendment A to Redevelopment Area 4 ranges from Very Poor to Below Normal. As the commercial structures were not given a condition rating on the assessor's website, Five Rule conducted a visual assessment based on the same rating system that the York County Assessor used for the residential structures within the area (Very Poor to Very Good). Structures classified as Below Normal were considered deteriorated, while structures rated as Poor or Very Poor were considered dilapidated. Examples of deteriorated/dilapidated structures located within the proposed redevelopment area are shown on the following page. The photos displayed on the following page were taken in May 2023.



Examples of deteriorated/dilapidated structures are displayed below.



Proposed Redevelopment Area 9

Curbs and Roads

Proposed Redevelopment Area 9 lacks curbing along the side of the roads. Curbs help to control the course of water drainage. Without curbing, the gravel roads within the area are susceptible to deterioration by uncontrolled stormwater runoff.

Additionally, curbs help to control the flow of vehicle traffic, keeping vehicles from driving too close to the side of the road. Vehicle traffic on the edge of the road can cause significant deterioration to the condition of that road. Examples of gravel roads that lack curbing are shown by the photos below.

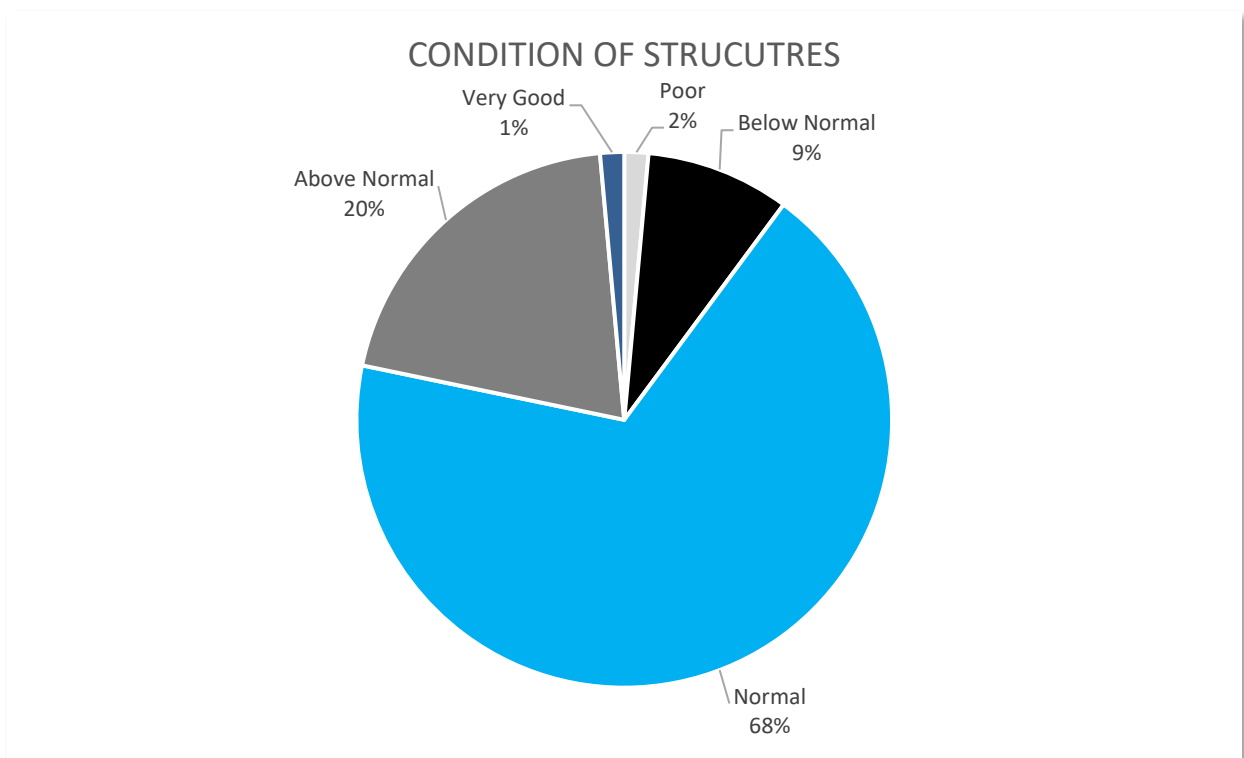


Proposed Redevelopment Area 10

Condition of Structures

As was demonstrated with Proposed Amendment A to Redevelopment Area 4 of this same section, the York County Assessor assigns a condition rating, ranging from Very Poor to Very Good, to each residential property in York County. For each commercial property, Five Rule conducted a visual assessment using the same condition rating system.

Structures classified as Below Normal were considered deteriorated, while structures rated as Poor or Very Poor were considered dilapidated. **11 percent of structures** within Proposed Redevelopment Area 10 are classified as ranging from Very Poor to Below Normal.



Examples of deteriorated/dilapidated structures located within the proposed redevelopment area are shown on the following page. These photos were taken in May 2023.



Long term, ongoing vacancy

Two of the commercial buildings displayed on the previous page have been vacant for more than six consecutive months. These buildings that are now in a deteriorated state will deteriorate at a greater rate than occupied buildings as they age.

In 2018, the Nebraska Legislature passed Legislative Bill (LB) 256, Vacant Property Registration (VPR) Act. Nebraska Revised Statutes (NRS) 19-5402 lists within its findings and declarations that:

- (1) Vacant properties have the potential to create a host of problems for Nebraska communities, including a propensity to foster criminal activity, create public health problems, and otherwise diminish quality of life;
- (2) Vacant properties have the potential to reduce the value of area properties, increase the risk of property damage through arson and vandalism, and discourage neighborhood stability;
- (3) Vacant properties represent unrealized economic growth in Nebraska communities;

On October 5, 2012, Elizabeth A. Duke, then a member of the Board of Governors of the Federal Reserve spoke before a Federal Reserve conference in New York, NY.

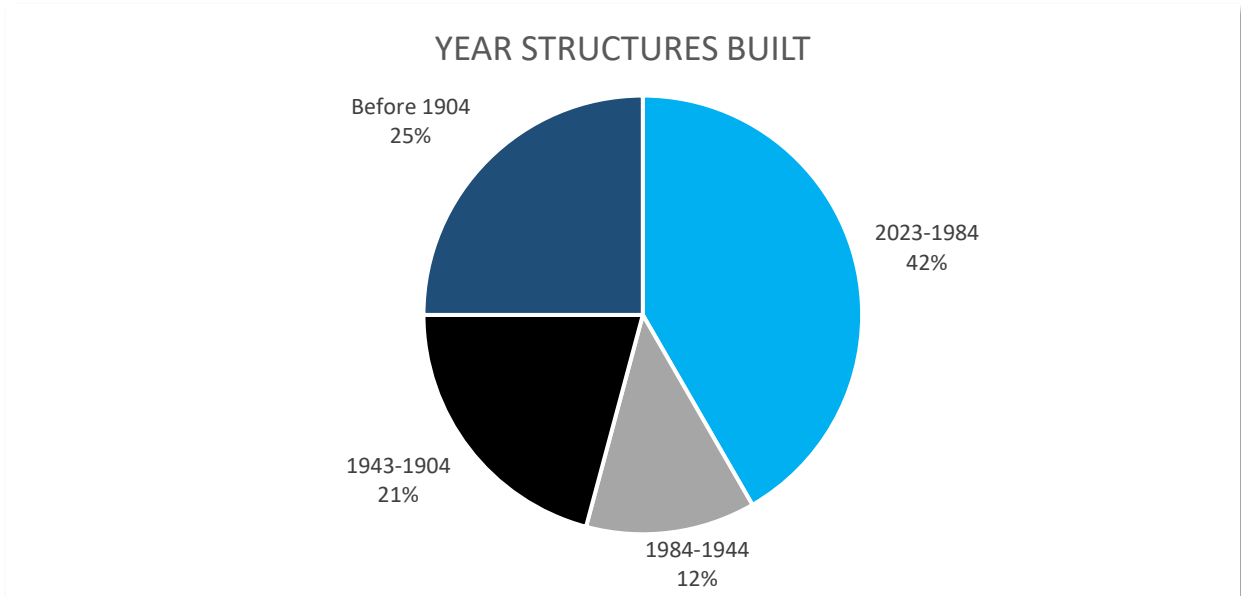
Elizabeth spoke about the negative effects associated with long term vacant buildings. Duke cited researching stating buildings that are vacant for two years or more likely to fall into severe disrepair at a much faster rate than an occupied building. Her research pointed to a relationship between ongoing vacancy and an increase in crime.

Age or Obsolescence:

Age of Structures

Proposed Amendment A to Redevelopment Area 4

To be considered aged, the average age of structures within the proposed redevelopment area must be at least 40 years old. Most of the structures in Proposed Amendment A were built prior to 1980. The average age of the structures in Proposed Amendment A is 70 years old. This means that the average year of construction for the structures within this redevelopment area is 1953. Because the average age of buildings in Proposed Amendment A is more than 40 years old (built prior to 1983), these structures are considered aged.



Proposed Redevelopment Area 9

There is one structure within Proposed Redevelopment Area 9. To be considered aged, the age of this structure must be at least 40 years old (built prior to 1983). According to the York County Assessor website (york.gworks.com), the lone structure within the proposed redevelopment area was built in 1905 (118 years old). Therefore, this structure is considered aged.

Residential Building Information			
Occupancy Code	101 (Single-Family / Owner Occupied)	Condition Code	Normal
Year Built	1905	Rooms Above Ground	0
Style	2 Story Frame	Rooms Below Ground	0
Main Area	856	Bedroom #	0
Total Living Area	2,282	Bathroom #	3
Length	0	Foundation	None
Width	0	Exterior Walls	Siding
Basement	None	Roof	Composition Shingle
Basement Area	0.0000	Interior Walls	None
Bsmt Floor Adj	-18,000	Flooring	None
Heating	Yes	Architectural Design	N/A
AC	Yes	Single Siding	No
Attic	None		

Proposed Redevelopment Area 10

Age of structures is not a substantial factor within Proposed Redevelopment Area 10.

Obsolete Platting

Proposed Amendment A to Redevelopment Area 4

Obsolescence is not a substantial factor as it relates to obsolete platting within Proposed Amendment A to Redevelopment Area 4.

Proposed Redevelopment Area 9

Obsolescence is not a substantial factor as it relates to obsolete platting within Proposed Redevelopment Area 9.

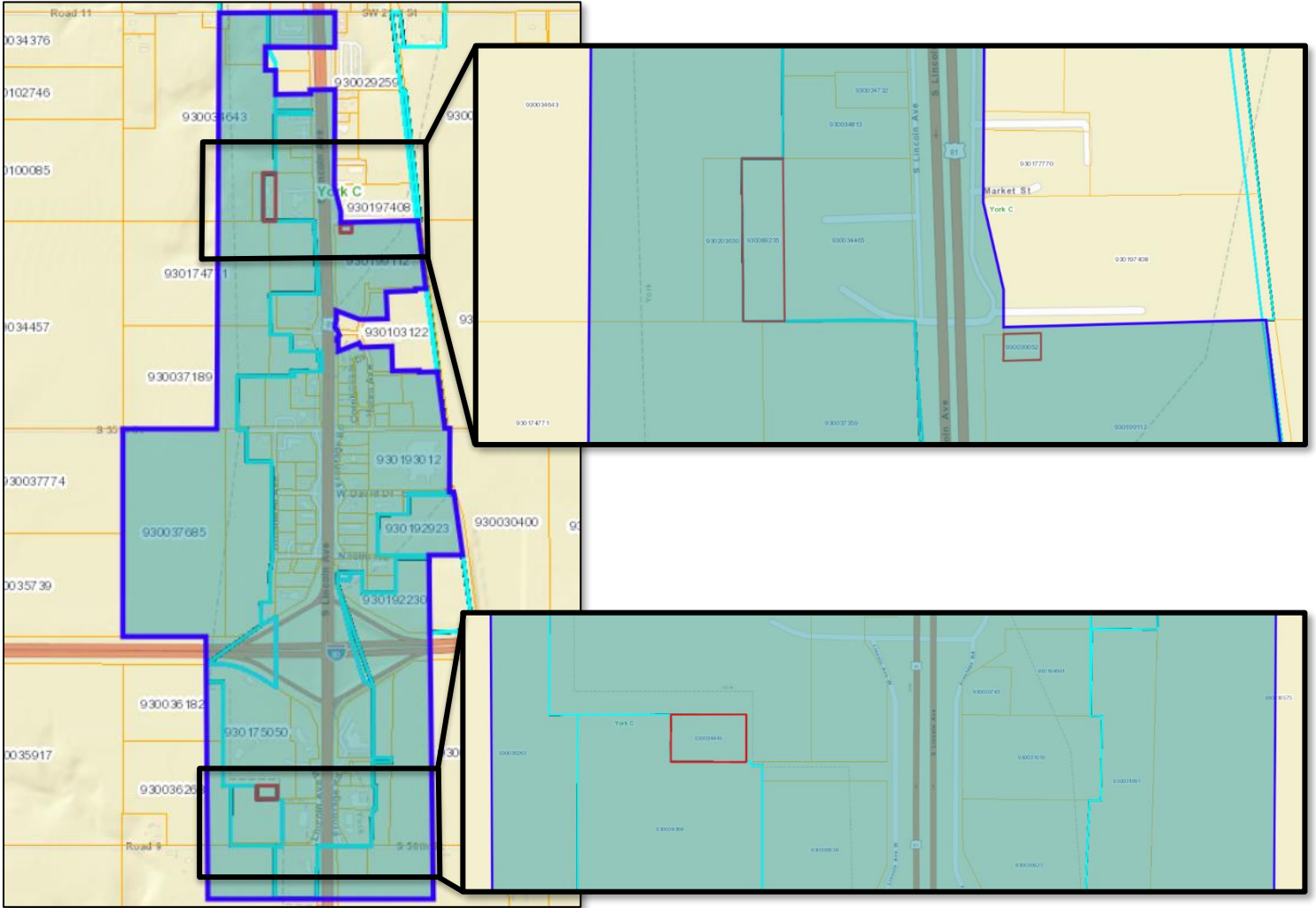
Proposed Redevelopment Area 10

According to the Nebraska Revised Statutes (NRS) 9-916, parcels of land are located within Proposed Redevelopment Area 10 that were annexed into the city through methods that are currently considered obsolete.

Per NRS 19-916:

The local legislative body shall have power by ordinance to provide the manner, plan, or method by which land within the corporate limits of any such municipality, or land within the area designated by... a city of the second class or village pursuant to subsection (1) of section 17-1002, may be subdivided, platted, or laid out, including a plan or system for the avenues, streets, or alleys to be laid out within or across such land, and to compel the owners of any such land that are subdividing, platting, or laying out such land to conform to the requirements of the ordinance and to lay out and dedicate the avenues, streets, and alleys in accordance with the ordinance as provided in sections 16-901 to 16-905 and sections 17-1001 to 17-1004.

The map on the following page displays several “landlocked” parcels, highlighted in red, that were annexed into the City of York that do not have adequate street access or rights of way (Parcel ID #930089235, #930030052, #930034449).



Size of Water Mains

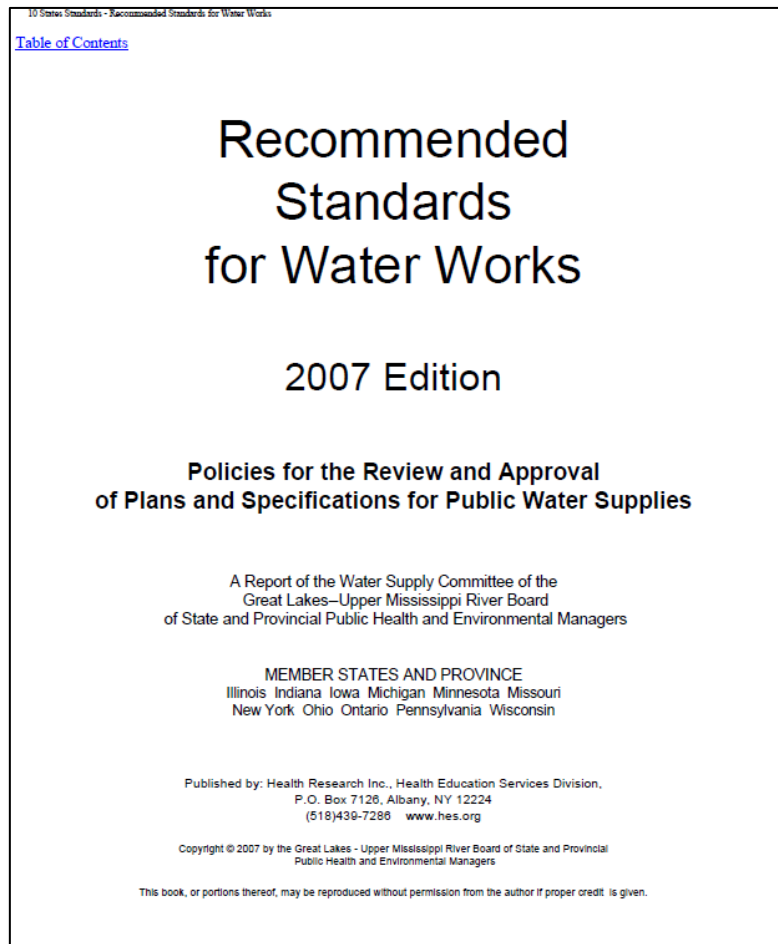
Proposed Amendment A to Redevelopment Area 4

Recommended Standards for Water Works is a document that was created in 1953 and is continuously updated. The document provides best practices for public water systems and is commonly relied upon by the civil engineering profession. According to the latest revision, the recommended minimum size of a water main must be no less than 6" in diameter to provide adequate fire protection.

The image on the following page is provided by the City of York and is taken from the city water system map. This map shows the presence of water mains that were previously installed within Proposed Amendment A to Redevelopment Area 4 that have a diameter of 4". These water mains are highlighted in purple in the utility map on the following page.

Also included is the outline of Proposed Amendment A to show the obsolete water lines within the redevelopment area.

Water mains that are 4" are smaller than the recommendation of 6". Therefore, the size of these mains would be considered obsolete by current development standards and practices.

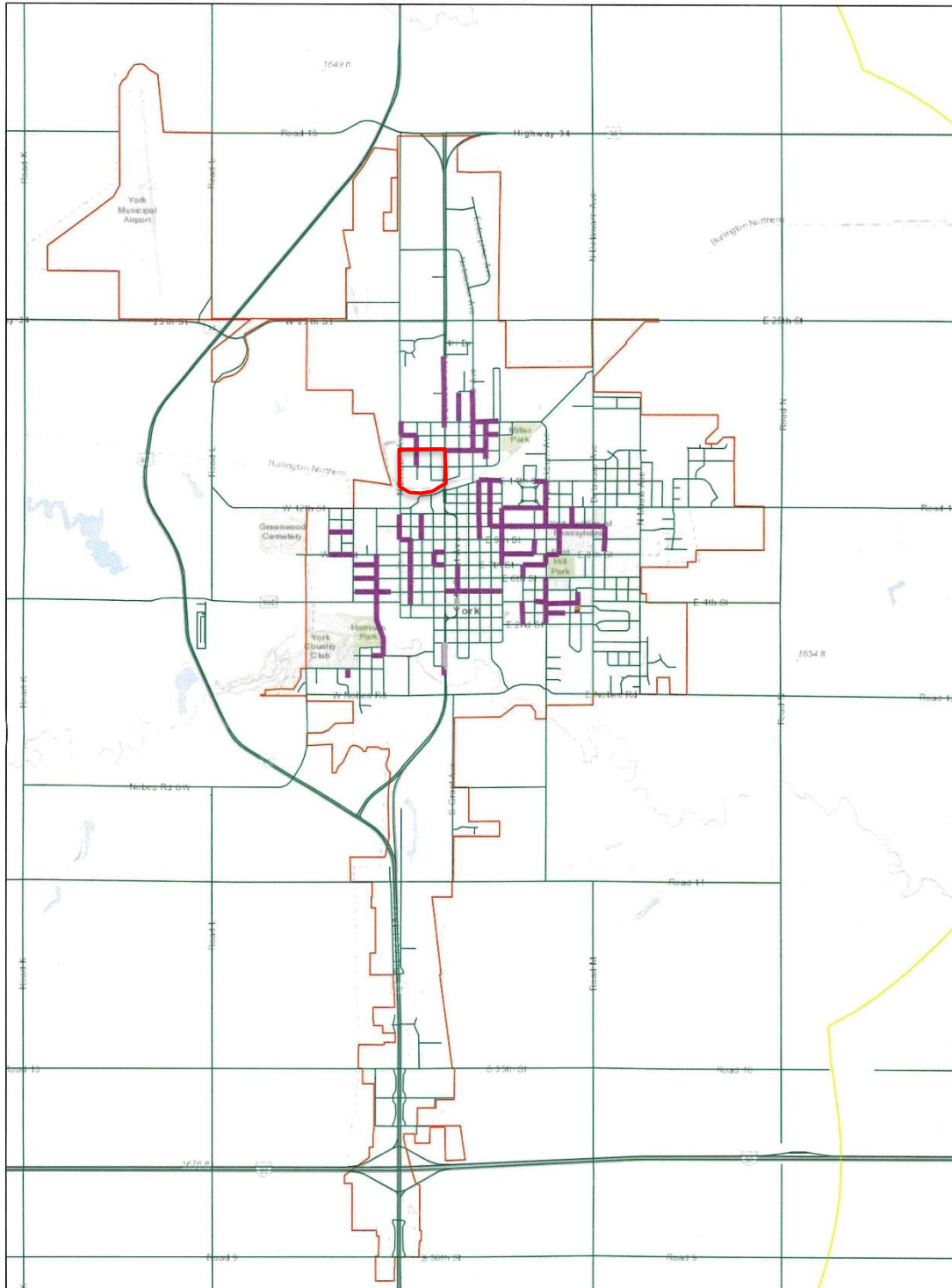


8.2.2 Diameter

The minimum size of water main which provides for fire protection and serving fire hydrants shall be six-inch diameter. Larger size mains will be required if necessary to allow the withdrawal of the required fire flow while maintaining the minimum residual pressure specified in [Section 8.1.1](#).

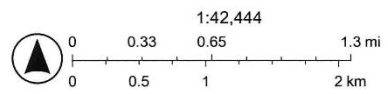
The minimum size of water main in the distribution system where fire protection is not to be provided should be a minimum of three (3) inch diameter. Any departure from minimum requirements shall be justified by hydraulic analysis and future water use, and can be considered only in special circumstances.

Water Map



5/30/2023

Water Mains	10	2	ETJ
	8	12	14
	6	16	Streets
	4	18	City Limits



Nebraska Game & Parks Commission, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Proposed Redevelopment Area 9

Obsolescence is not a substantial factor as it relates to the size of water mains within Proposed Redevelopment Area 9.

Proposed Redevelopment Area 10

Obsolescence is not a substantial factor as it relates to the size of water mains within Proposed Redevelopment Area 10.

Conditions that endanger life or property by fire and other causes:

Fire Protection

Proposed Amendment A to Redevelopment Area 4

Recommended Standards for Water Works recommends that to provide adequate fire protection, the minimum size of a water main must be no less than six inches in diameter. As noted in the previous section, Proposed Amendment A to Redevelopment Area 4 lacks an adequate water main distribution system that meets the minimum six-inch requirement for adequate protection. Therefore, conditions also exist within the proposed area that may damage property by fire.

Proposed Redevelopment Area 9

Conditions that endanger life or property as it relates to Fire Protection is not a Substantial Factor in Proposed Redevelopment Area 9.

Proposed Redevelopment Area 10

The following substandard portion of this study will highlight numerous businesses with high daily use that do not have adequate ingress/egress into their properties. In case of emergencies or evacuations, having multiple entry and exit points becomes crucial. It enables swift and organized evacuation procedures, ensuring the safety of customers, employees, and any emergency response personnel. Multiple access points provide alternative routes and prevent bottlenecks that could hinder evacuation efforts.

The lack of adequate entry points will limit the ease of access and response time for fire trucks and other emergency responders to reach the scene of the fire/other emergency.

Pedestrian Safety

Proposed Amendment A to Redevelopment Area 4

Additionally, the sidewalk system within Proposed Amendment A to Redevelopment Area 4 is inconsistent and offers little safe refuge for pedestrian transportation. There are segments of street that are lacking sidewalks and segments of existing sidewalks that are significantly deteriorated. Examples of the inadequate sidewalk system within Proposed Amendment A are shown by the photos on the following page.

Examples of deteriorated sidewalks or street lengths lacking sidewalks:



Proposed Redevelopment Area 9

Conditions that endanger life or property by fire and other causes as it relates to sidewalks is not a substantial factor within Proposed Redevelopment Area 9.

Proposed Redevelopment Area 10

The sidewalk system in Proposed Redevelopment Area 10 is inconsistent and provides little safe refuge for pedestrian transportation to any of the commercial businesses within the area. The lack of sidewalks presents a danger to pedestrians seeking to travel to any of these commercial businesses on foot. Examples of street lengths that lack adequate sidewalks are shown by the photos on the following page.

Examples of street lengths lacking sidewalks:



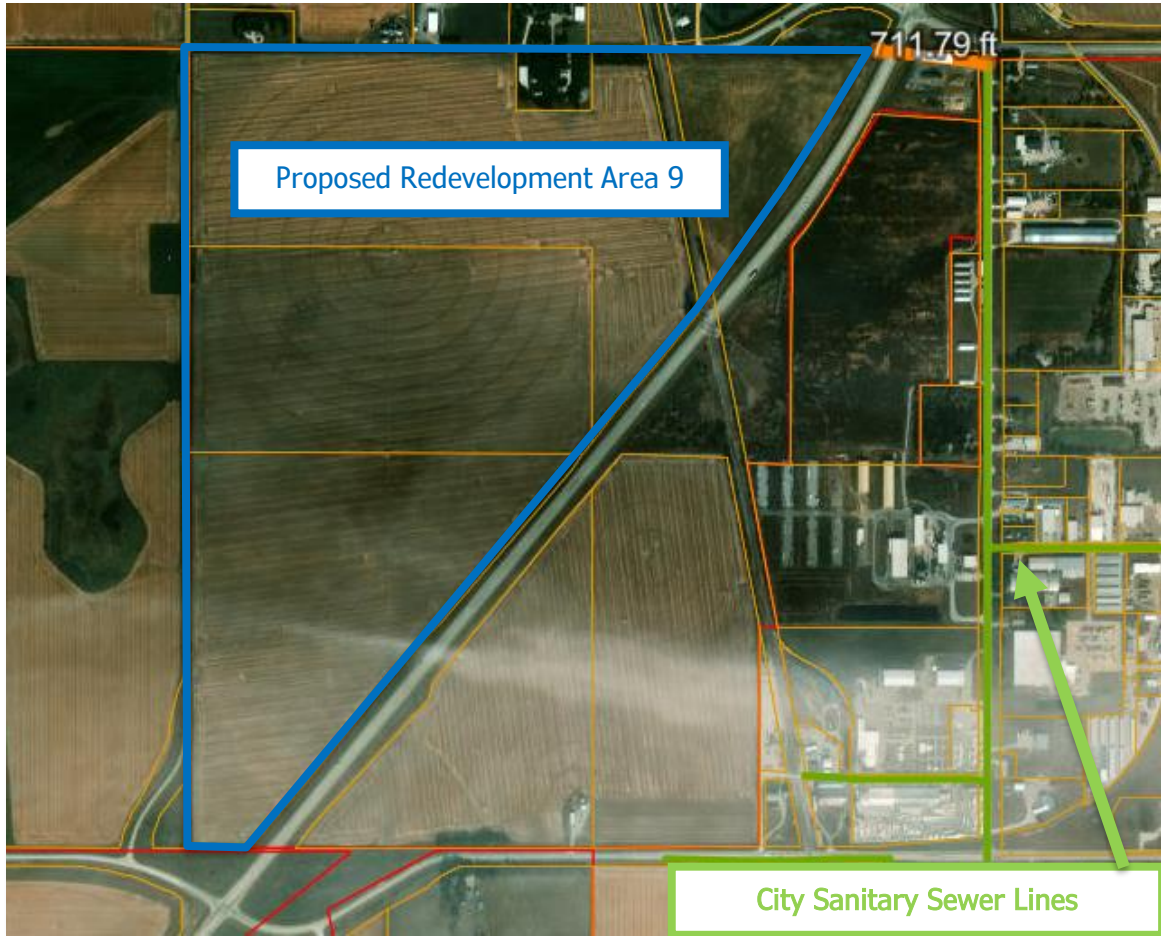
Inadequate provision for ventilation, light, air, sanitation, or open spaces:

Proposed Amendment A to Redevelopment Area 4

Inadequate provision for ventilation, light, air, sanitation, or open spaces is not a substantial factor within Proposed Amendment A to Redevelopment Area 4.

Proposed Redevelopment Area 9

The city's sanitary sewer lines do not currently reach the lands within Proposed Redevelopment Area 9. The closest sanitary sewer lines to Proposed Redevelopment Area 9 are more than 700 feet away. The current rate of sanitary sewer pipe is approximately \$120 per foot and \$250 per foot under the highway. To service the land within Proposed Redevelopment Area 9 with Sanitary Sewer Services will be an investment of over \$100,000. Therefore, sanitation has not been adequately provided to the area and cannot be done so without substantial investment. The map on the following page demonstrates the distance from the nearest sanitary sewer main to Proposed Redevelopment Area 9.



Proposed Redevelopment Area 10

Inadequate provision for ventilation, light, air, sanitation, or open spaces is not a substantial factor within Proposed Redevelopment Area 10.

High density of population or overcrowding:

This factor is not substantial within Proposed Amendment A to Redevelopment Area 4 or Proposed Redevelopment Areas 9 and 10.

SUBSTANDARD CONCLUSION

Substandard Factors Present

Four out of six substandard factors are substantial within *Proposed Amendment A to Redevelopment Area 4*.

Three out of six substandard factors are substantial within *Proposed Redevelopment Area 9*.

Four out of six substandard factors are substantial within *Proposed Redevelopment Area 10*.

Substandard Criteria	Amendment A	Area 9	Area 10
Dilapidation	X		X
Deterioration	X	X	X
Age or Obsolescence	X	X	X
Conditions that endanger life or property by fire and other causes	X		X
Inadequate provision for ventilation, light, air, sanitation, or open spaces		X	
High density of population or overcrowding			

Substandard Determination

Proposed Amendment A to Redevelopment Area 4 and Proposed Redevelopment Areas 9 and 10 meet the definition of a substandard area in need of redevelopment projects that should be completed and encouraged by the York Planning Commission, York City Council, and Community Redevelopment Authority.

BLIGHT CRITERIA

In accordance with Community Redevelopment Law, a blighted area must have a strong presence of the following factors:

Subjective Factors are defined as any combination of:

1. Substantial number of deteriorated or deteriorating structures;
2. Deterioration of site or other improvements;
3. Existence of defective or inadequate street layout;
4. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
5. Improper subdivision or obsolete platting;
6. Insanitary or unsafe conditions;
7. Diversity of ownership;
8. Tax or special assessment delinquency exceeding the fair value of the land;
9. Defective or unusual conditions of title; and
10. Existence of conditions that endanger life or property by fire and other causes.

Objective Factors are identified as at least one of the following factors:

1. Unemployment in the redevelopment area is at least one hundred twenty percent of the state or national average;
2. The average age of the residential or commercial units in the area is at least forty years;
3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
4. The per capita income of the area is lower than the average per capita income of the city in which the redevelopment area is located; and the
5. Area has had either stable or decreasing population based on the last two decennial censuses.

Subjective Factors:

Substantial number of deteriorated or deteriorating structures:

Proposed Amendment A to Redevelopment Area 4

As demonstrated in the substandard portion of this study, more than 45% of the structures in Proposed Amendment A to Redevelopment Area 4 are classified as ranging from Very Poor to Below Normal.

More than 10% of structures within the redevelopment area would be considered to be a substantial number of deteriorated structures. With 45% of the structures categorized as dilapidated to deteriorated, this factor is quite substantial.

Proposed Redevelopment Area 9

Substantial number of deteriorated or deteriorating structures is not a substantial factor in Proposed Redevelopment Area 9.

Proposed Redevelopment Area 10

As demonstrated previously in this study, 11% of the structures within Proposed Redevelopment Area 10 are classified as ranging from Very Poor to Below Normal. With more than 10 percent of the structures classified as ranging from Very Poor to Below Normal, this is a substantial amount of deteriorated or deteriorating structures.

Deterioration of site or other improvements:

Streets & Curbs

Proposed Amendment A to Redevelopment Area 4

As mentioned previously in the substandard portion of this study, several segments of the sidewalk system within Proposed Amendment A to Redevelopment Area 2 show signs of deterioration.

Additionally, there are street lengths that lack adequate curbing. Curbs control the flow of stormwater by enabling the proper channeling of runoff to ensure water does not eventually saturate the subgrade underneath the roadway. As displayed by the photos below, there are segments of streets that lack adequate curbing causing stormwater to flow improperly and deteriorate the gravel road.

Examples of inadequate curbing are shown by the photos below:



Proposed Redevelopment Area 9

As mentioned in the substandard portion of this study, Proposed Redevelopment Area 9 lacks adequate curbing along the side of the roads. Curbs help to control the course of water drainage and vehicle traffic, preventing deterioration. Without curbs, the gravel roads within Proposed Redevelopment Area 9 are susceptible to deterioration at a much more rapid rate than an asphalt or concrete road.

Proposed Redevelopment Area 10

Evidence exists throughout of deteriorating streets and lack of adequate drainage. The side streets, as well as many of the parking lots of the commercial businesses in the area have begun to break apart. This prevents storm water from draining properly and causes build-up of storm water runoff. There is also an absence of adequate curbing within Proposed Redevelopment Area 10. This also contributes to the inadequate drainage that has caused stormwater build-up. Examples of the deterioration of the streets and parking lots, as well as an absence of curbs along the streets are displayed in the photos below.



Existence of defective or inadequate street layout:

Proposed Amendment A to Redevelopment Area 4

Existence of defective or inadequate street layout is not a substantial factor within Proposed Amendment A to Redevelopment Area 4.

Proposed Redevelopment Area 9

Existence of defective or inadequate street layout is not a substantial factor within Proposed Redevelopment Area 9.

Proposed Redevelopment Area 10

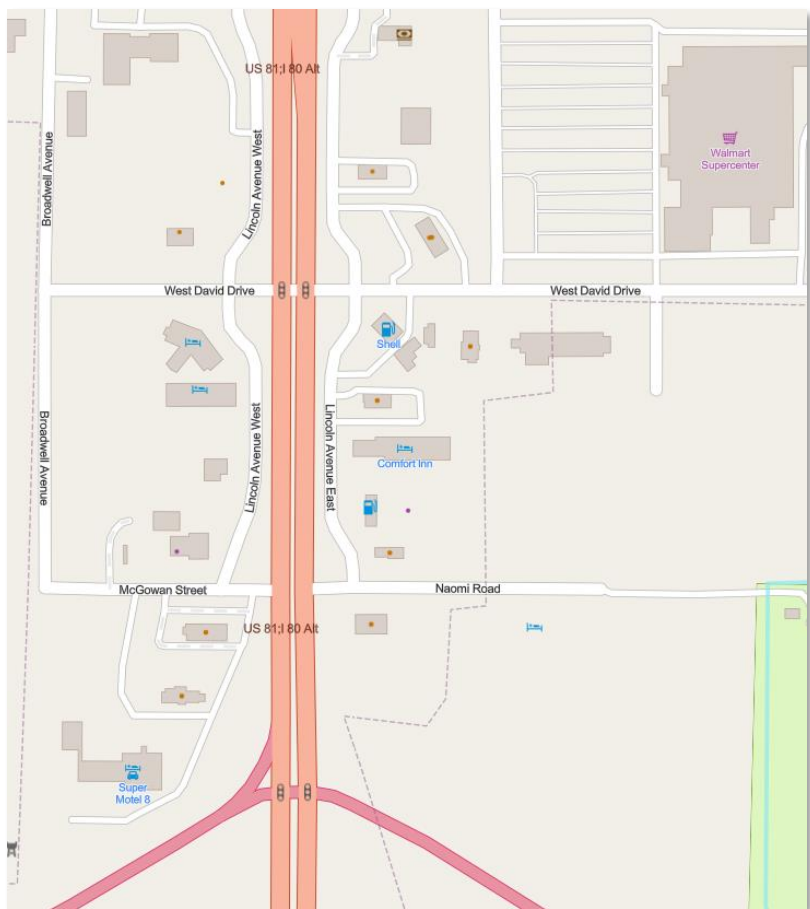
The layout of the streets network in this area is defective in that it does not provide adequate entry/exit points for motorists accessing the businesses in this area.

Further, the nature of the businesses in the area generates foot traffic and several small trips that visitors to the area need to take but cannot safely do so without sharing the streets with vehicle and especially truck traffic.


Several hotels are in the area, along with gas stations, and food services.

Due to the concentration of these businesses along Interstate 80, it is heavily used by travelers; this high usage often results in congestion at intersections that serve vehicles entering and exiting the highway connected to the interstate.

In addition to vehicle congestion, customers and employees accessing the same businesses on foot are sharing the congested street network with vehicles and truck traffic, which results in increased congestion, confusion for motorists, and a higher of pedestrian/vehicle collisions.



The city's 2017 Comprehensive Plan cites the area's heavy usage by vehicle traffic and its lack of safe transportation routes for pedestrians and cyclists.



VILLAGE 81


The Highway 81 Corridor from its junction with Interstate 80 is a tremendous asset for the city of York. The area developed to serve the interstate traffic including convenience and general commercial activities ranging from restaurants, hotels, and big box retailers. The strength of the interstate will continue to support development in this corridor including a large share of the total commercial development that will occur in the city as a whole.

This corridor developed in an auto-oriented manner with its public realm dominated by vehicle routes, drive aisles, frontage roads, and parking lots. While these features make an area that is easily accessed from the interstate, these same features have made the development **isolated from the core of the community and uncomfortable for bicyclists and pedestrians.** The Village 81 concept proposes that this strategic commercial area be designed and developed in such a way that the 81 Corridor contribute to York's quality of life. The concept includes walking and bicycle trails from the existing trail system, a network of streets designed to support a town center format, and the integration of mid-to-high density residential land uses.

Major components:

- Integrate the commercial corridor with the heart
- Strong north-south collector street
- Incorporate medium-to-high density residential
- Construction of a multi-modal trail that connects
- Support a comfortable pedestrian and bicycle streets and development plans.
- A new collector route that connects this area with (connectivity)

More discussion on the Village 81 can be found through




In 2022, the City of York applied to the U.S. Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program.

The RAISE application cited the lack of safe pedestrian access for visitors and residents.

The application documented instances of pedestrians traveling to work in the businesses in this area along U.S. Highway 81 on page 11.

Page 12 cited the high frequency of pedestrians crossing the highway to access businesses.



2022 RAISE Grant
Rebuilding American Infrastructure with Sustainability and Equity

PROJECT ACCESS YORK
Project Narrative
City of York, Nebraska, 68467

IV. MERIT CRITERIA

Project Access York clearly meets High standard requirements on 7 of the 8 grant criteria and could potentially meet the standard on the 8th criteria. Project Access York implements plans that have long been identified as infrastructure needs but that did not seem possible without a game-changing opportunity like the RAISE grant. The pedestrian safety infrastructure in Project Access York will remove barriers created by automobile dependence and by infrastructure that was not constructed to be inclusive of individuals of all abilities and encourage the reduction of carbon use by residents, workers, and visitors in York.

Safety

Project Access York mitigates a clear systemic safety issue in the City of York that affects the ability of residents without cars to get to their jobs. According to a 2019 Census report, the largest sector of employment in York is the retail sector.⁵ According to analysis conducted for the City of York by the Nebraska Department of Revenue, 28% of York business revenues have a strong interstate connection. Many of the retail jobs and most of the hospitality jobs exist near the interstate, while almost all residents live in the central and northern parts of the city. Students who attend the college in town (York College) live in the north end of the city. The distance for residents from the central and northern parts of the city to walk to these jobs is quite reasonable for walking but is currently extremely unsafe. **Students and adults with no cars regularly walk along the busy state highway to get to these jobs with no accommodations for pedestrian travel such as sidewalks or bike lanes.** According to a US Census 2019 report, about 4% of York employees walk to work currently⁶, many in these unsafe conditions.

Recently the safety concern of people walking along the busy Highway 81 has been raised as a priority in discussions in the community by a cross-section of stakeholders participating in a walkability analysis tied to both the EPA Local Foods Local Places and the Dept. of Health & Human Services Walkability grant, both of which were technical assistance grants to the community (See Table 1 and the Letter of Support from Four Corners Health Department). Getting from residential areas to the area with retail and hospitality jobs poses one risk. Getting across the busy highway to get to a job or a lunch on the other side of the highway poses another safety hazard. The Village 81 trails from the central part of the city to the area by the interstate would allow workers without cars to get to these jobs safely. A pedestrian overpass near Highway 81 near the interstate would allow workers without cars to safely cross the highway.

In addition to protecting the safety of residents commuting to jobs, Project Access York mitigates a clear systematic safety issue for our visitors. Since York sits on the intersection of I-80 and Highway 81, many travelers go through the town. Over 28 million vehicles go through

⁵ U.S. Census. DataUSA: York, NE. Economy. <https://datausa.io/profile/geo/york-ne/economy>. Accessed April 9, 2022.

⁶ U.S. Census. DataUSA: York, NE. Housing and Living. <https://datausa.io/profile/geo/york-ne/housing>. Accessed April 9, 2022.

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this intersection each year⁷. Of these vehicles, over 7 million are trucks carrying freight across the country⁸.

Many of these travelers, including many truck drivers, stop in York for gas, food, and lodging. About 90,000 families stay in York overnight in a year⁹ and many more stop for food, gas, shopping and other attraction and events. About \$5.5 million gets spent by travelers, workers and residents on businesses related to this interstate exchange each year¹⁰. Currently, the infrastructure around the businesses that provide these services near the interstate has been designed only for cars and trucks. **There are no pedestrian safety elements.** Since the road that intersects the interstate has heavy traffic at relatively high speeds with no pedestrian cross walks, **it is not uncommon to see visitors unsafely crossing Highway 81 to get to restaurants on the other side of the highway.** For example, a bus will park near Wendy's and some visitors will cross over to the other side of the highway to get to Arby's or McDonalds. As noted above, this safety hazard also impacts our residents who walk to their jobs in this area. A pedestrian overpass near the interstate allows these travelers to safely cross Highway 81.

The pedestrian cross walk signals in Project Access York near the schools in the community address another significant systemic safety issue in York. Our schools sit near some busy streets, some of which are truck routes. For years there have been discussions about how to make crossing these streets safer for our students. Project Access York provides an opportunity for the city to provide the infrastructure to make these crossings safer. One of these busy street crossings separates the elementary school from a new all-inclusive playground in a city park across the street. A safe way to cross that street would allow teachers to take able-bodied students and students with disabilities across the street to play together in this new playground.

Environmental Sustainability

Environmental Sustainability is an explicit purpose for Project Access York. The immediate safety concerns for residents without cars that makes trails and the pedestrian overpass so critical also make it difficult for residents who have cars to choose to walk or ride bikes instead of drive to work and to shop at the retail and hospitality businesses near the interstate. Currently, about 4% of York employees walk to work.¹¹ Safer options for pedestrian travel could increase these numbers. The trails and pedestrian overpass will allow residents to choose to walk to this area and safely go from business to business in this area without a car. The 2017 Strategic Plan for the city, developed with much resident and stakeholder participation, included plans for making this part of town, called Village 81, more amenable to pedestrian traffic. Project Access York clearly fits those plans.

⁷ Nebraska Department of Transportation Average Annual Daily Traffic (2021) website shows 77,175 vehicles going through the intersection daily

(<https://gis.ne.gov/portal/apps/webappviewer/index.html?id=8e4d4b009b0d546f19f0284e5bba0f9272>).

⁸ Nebraska Department of Transportation Average Annual Daily Traffic (2021) website reports 20,025 trucks going through the intersection daily

(<https://gis.ne.gov/portal/apps/webappviewer/index.html?id=8e4d4b009b0d546f19f0284e5bba0f9272>).

⁹ Estimate based on \$9,000,000 in 2021 lodging revenues divided by \$100 for an average hotel room cost.

¹⁰ Estimate based on Nebraska Department of Revenue estimate that 28% of York sales tax revenues derive from interstate-dependent businesses.

¹¹ U.S. Census. DataUSA: York, NE. Housing and Living. <https://datausa.io/profile/geo/york-ne/housing>. Accessed April 9, 2022.

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The images below display the lack of pedestrian infrastructure that should be present to serve employees and customers that need to access these businesses on foot.



Faulty lot layout in relation to size, adequacy, accessibility, or usefulness:

ADA Accessible Sidewalks

The sidewalk network is inconsistent throughout the redevelopment area. In addition to missing sidewalk links, many intersections in the Proposed Redevelopment Areas lack ADA (Americans with Disabilities Act) accessible curb ramps. Per the Code of Federal Regulations (C.F.R. §§ 35.150(d)(2), 35.151(2 (e)), Title II of the ADA requires “state and local governments to make pedestrian crossings accessible to people with disabilities by providing curb ramps.”

The photos below and on the following page document examples of intersections within Proposed Amendment A to Redevelopment Area 4 and Proposed Redevelopment Area 10 that lack adequate ADA accessible curb ramps.

Proposed Amendment A



Proposed Redevelopment Area 9

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness is not a substantial factor within Proposed Redevelopment Area 9 as it relates to ADA accessible curb ramps.

Proposed Redevelopment Area 10



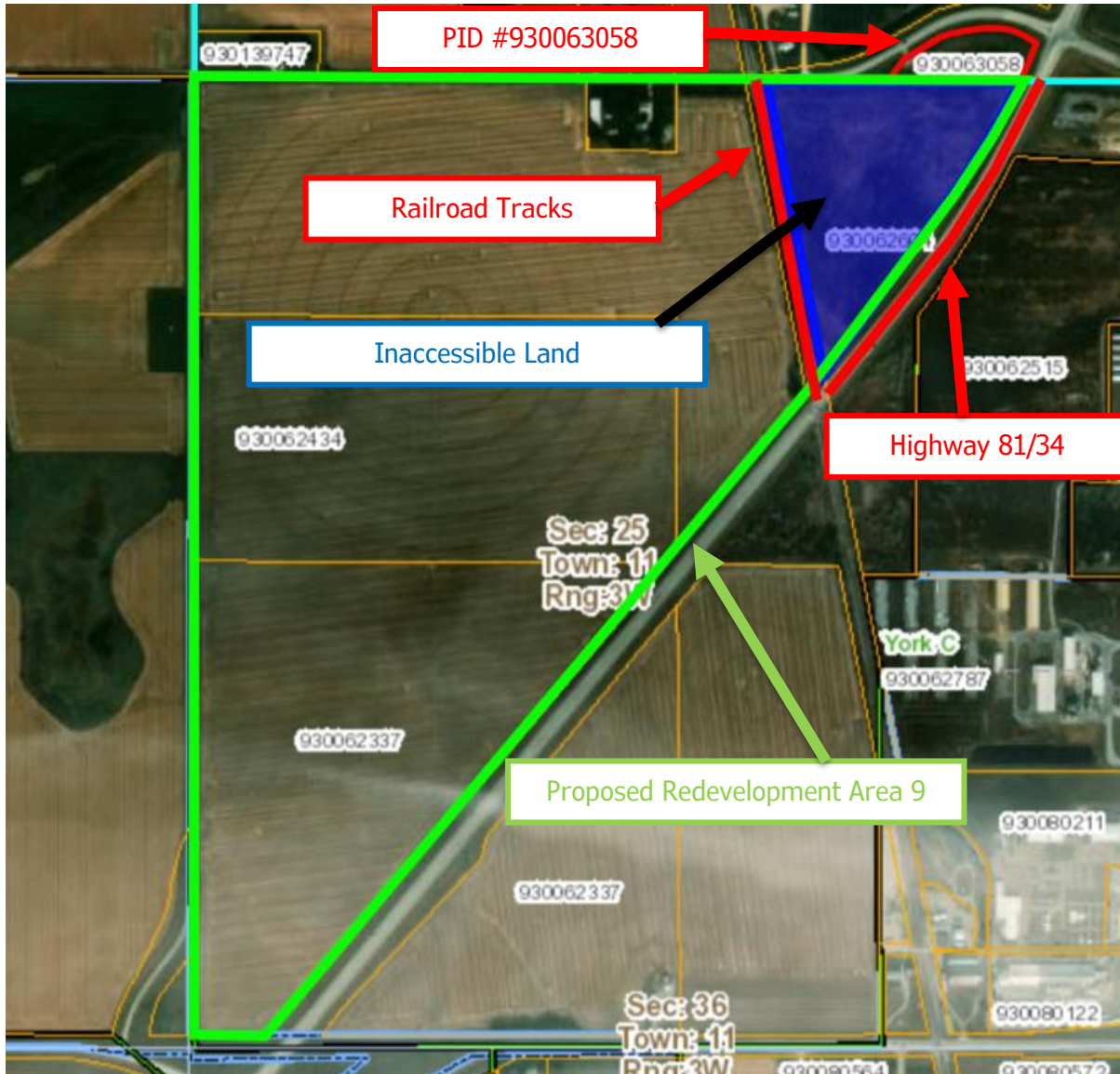
Accessibility

Proposed Amendment A to Redevelopment Area 4

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness is not a substantial factor within Proposed Amendment A to Redevelopment Area 4 as it relates to accessibility.

Proposed Redevelopment Area 9

A portion of Parcel ID (PID) #930062604 within Proposed Redevelopment Area 9 is isolated. As demonstrated by the diagram on the following page, this parcel is bordered on the west by the Burlington Northern Railroad Tracks, bordered on the north by PID #930063058, and divided in two by State Highway 81/34. The section of PID #930062604 outlined in blue is isolated from adequate accessibility.

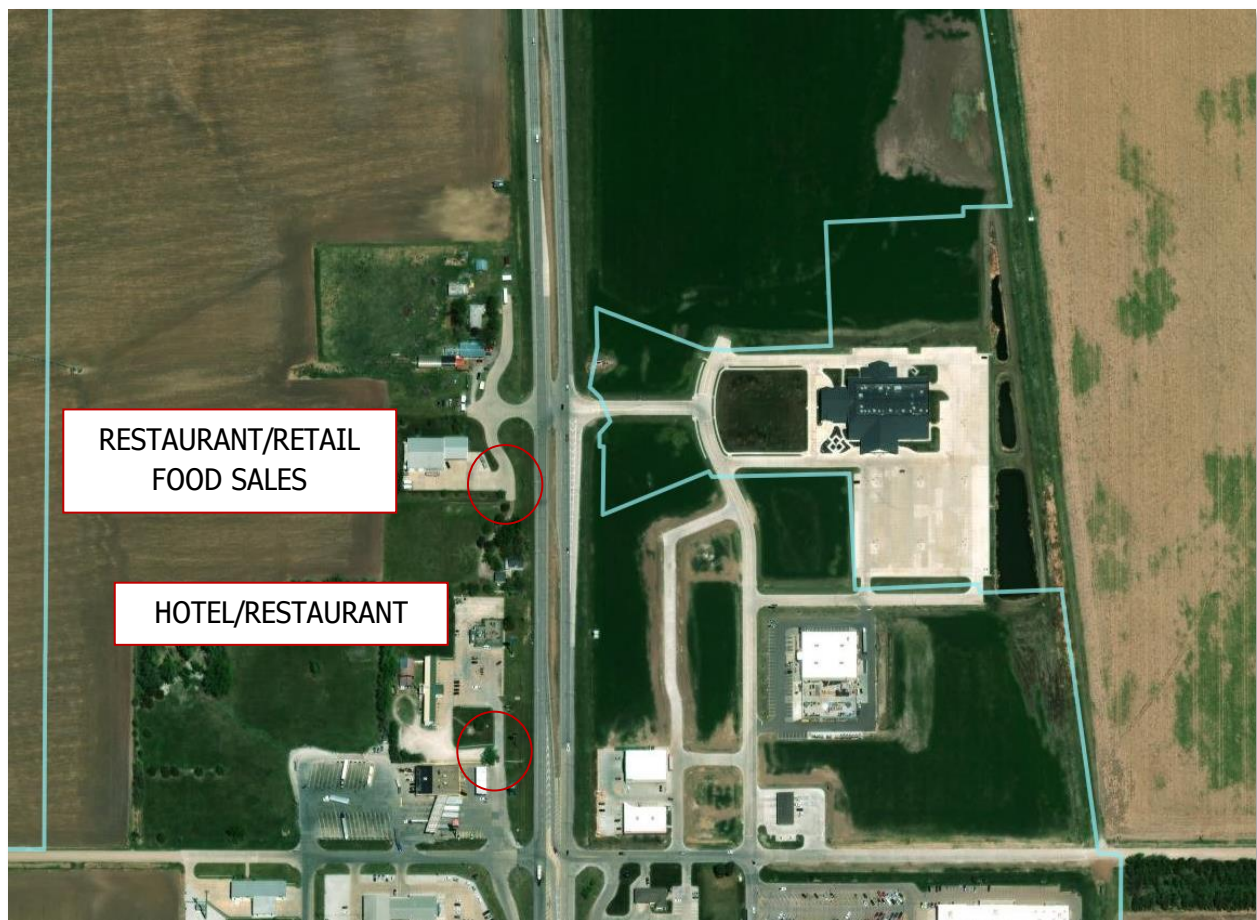


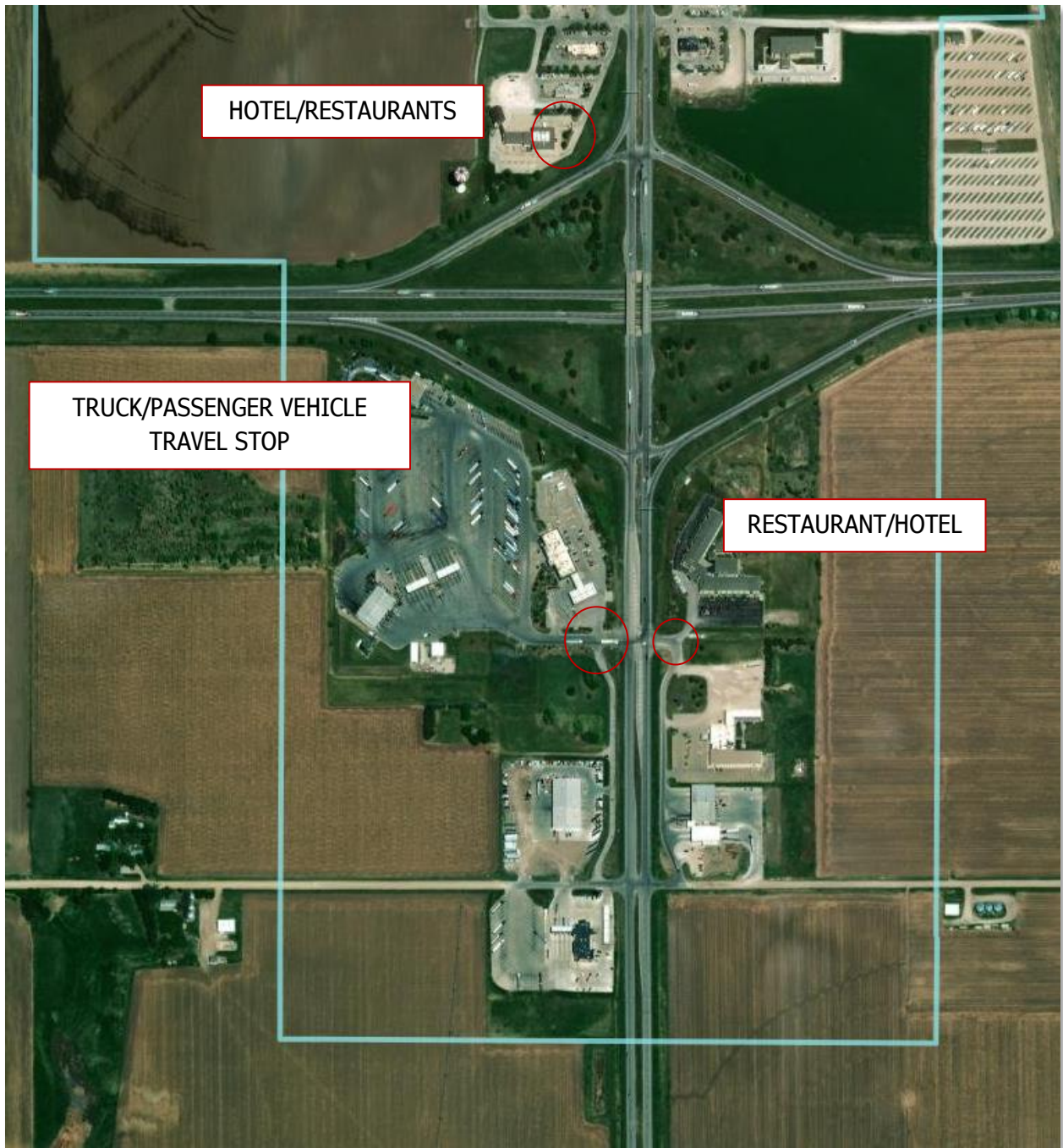
Proposed Redevelopment Area 10

Several businesses in the proposed area generate large daily usage by vehicles yet are served by a limited number of entry/exit points, with many only having one point. The graphic below and on the next page are aerial images of many of the businesses that are served by only one point of entry/exit.

It is crucial for any business, but especially businesses and businesses with a large customer base and heavy daily usage to have multiple entry and exit points into the parking lot.

These points are necessary to help manage traffic flow, ensure accessibility, provide adequate entry/evacuation during emergencies, and enable usage to grow not only for the business today but for its expansion in the future and overall development of the lands surrounding that business. Without substantial investment into the area's street network, the area's current businesses will not be able to expand, and the surrounding lands will not have adequate access or connectivity to these areas that have already developed.





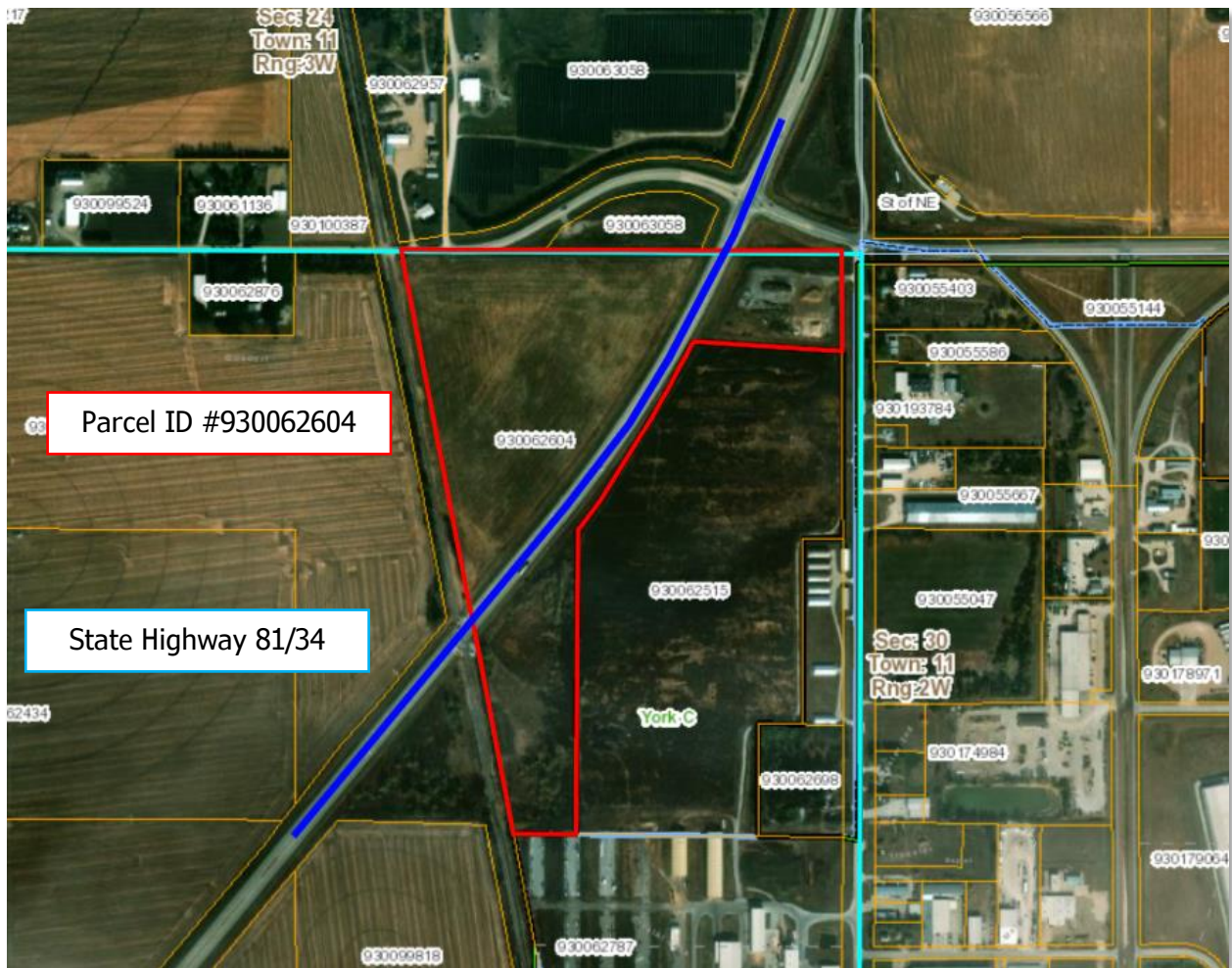
Improper subdivision or obsolete platting:

Proposed Amendment A to Redevelopment Area 4

Improper subdivision or obsolete platting is not substantial within Proposed Amendment A to Redevelopment Area 4.

Proposed Redevelopment Area 9

Parcel ID #930062604 within Proposed Redevelopment Area 9 contains a segment of State Highway 81/34 within its platted boundary. As demonstrated by the diagram below, State Highway 81/34 runs through the parcel without preserving right-of-ways. If the owner of this parcel wishes to sell the property, it would need to first be replatted to preserve right-of-ways.



Proposed Redevelopment Area 10

As stated in the substandard portion of this study (*Age or Obsolescence*), properties located within Proposed Redevelopment Area 10 were not properly platted to preserve right of way that would enable these properties to be developed with adequate street access. Lack of proper connectivity and public access will negatively impact these potential neighborhoods. Without intervention, these will continue to be underdeveloped.

Insanitary or unsafe conditions:

Proposed Amendment A to Redevelopment Area 4

As stated earlier in the Study, this area's sidewalk system within Proposed Amendment A to Redevelopment Area 4 is inconsistent and provides little refuge for pedestrians seeking to travel along the road by foot.

Numerous street segments within the proposed redevelopment area lack sidewalks, curbs, or ADA compliant access. This creates unsafe conditions by not providing safe conditions for pedestrian travel within the redevelopment area.

Proposed Redevelopment Area 9

As stated in the substandard portion of the Study, the city's sanitary sewer lines do not currently reach the lands within Proposed Redevelopment Area 9.

The closest sanitary sewer lines to Proposed Redevelopment Area 9 are more than 700 feet away. The current rate of sanitary sewer pipe is approximately \$120 per foot and \$250 per foot under the highway. To service the land within Proposed Redevelopment Area 9 with Sanitary Sewer Services will be an investment of over \$100,000. Therefore, sanitation has not been adequately provided to the area and cannot be done so without substantial investment. The map on the following page demonstrates the distance from the nearest sanitary sewer main to Proposed Redevelopment Area 9.

Proposed Redevelopment Area 10

As mentioned before, the sidewalk system within Proposed Redevelopment Area 10 is inconsistent and provides little refuge for pedestrians seeking to access the commercial service and retail businesses in the area. Numerous street segments within the proposed redevelopment area lack sidewalks, curbs, or ADA compliant access. This creates unsafe conditions by not providing safe conditions for pedestrian travel within the redevelopment area.

Additionally, the absence of multiple entry/exit points at businesses in the area, which cater to a substantial number of customers daily, restricts the responsiveness of emergency responders to calls at these establishments and obstructs the swift evacuation of injured individuals.

Existence of conditions that endanger life or property by fire and other causes:

Proposed Amendment A to Redevelopment Area 4

Recommended Standards for Water Works recommends that to provide adequate fire protection, the minimum size of a water main must be no less than 6" in diameter. As noted in the substandard section of this study, water mains are located throughout Proposed Amendment A to Redevelopment Area 4 that do not meet the minimum six-inch recommendation for adequate protection.

Additionally, as stated previously in this Study, the sidewalk system is inconsistent and provides little refuge for pedestrians seeking to travel along the road by foot. Numerous street segments within the proposed redevelopment area lack sidewalks, curbs, or ADA compliant access. This creates unsafe conditions by not providing safe conditions for pedestrian travel within the redevelopment area.

Proposed Redevelopment Area 9

The existence of conditions that endanger life or property by fire and other causes is not a substantial factor within Proposed Redevelopment Area 9.

Proposed Redevelopment Area 10

As mentioned previously in the Study, the sidewalk system is inconsistent and provides little refuge for pedestrians seeking to access the commercial services and retail businesses in the area. Numerous street segments within the proposed redevelopment area lack sidewalks, curbs, or ADA compliant access. This creates unsafe conditions by not providing safe conditions for pedestrian travel within the redevelopment area.

Further, the absence of multiple entry/exit points at businesses in the area, which cater to a substantial number of customers daily, restricts the responsiveness of emergency responders to calls at these establishments and obstructs the swift evacuation of injured individuals.

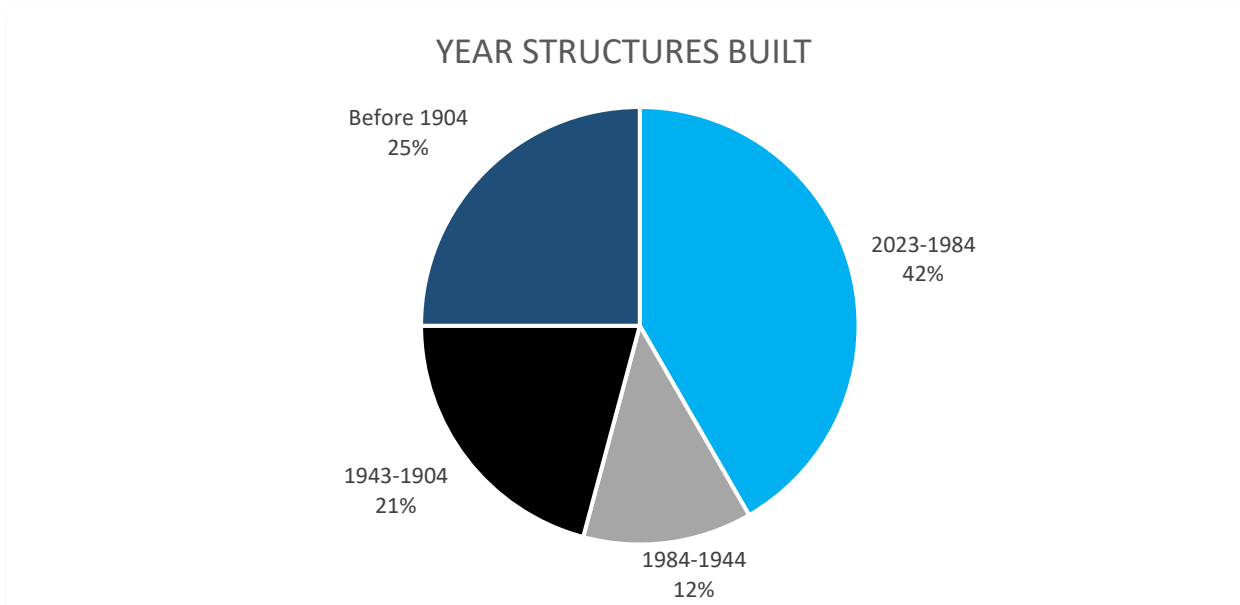
Objective Factors:

Unemployment in the redevelopment area is at least one hundred twenty percent of the state or national average: This factor is not substantial within Proposed Amendment A to Redevelopment Area 4 or Proposed Redevelopment Area 9 and 10.

The average age of the residential or commercial units in the area is at least forty years:

Proposed Amendment A to Redevelopment Area 4

As demonstrated in the substandard section of this study, the average age of structures in Proposed Amendment A is 70 years old.



Proposed Redevelopment Area 9

As mentioned in the substandard portion of this study, the single structure within Proposed Redevelopment Area 9 is a residential structure along County Road 15 that was built in 1905 (118 years old). This is much older than the 40-year minimum (built prior to 1983) required to meet the criteria.

Proposed Redevelopment Area 10

The average age of residential or commercial units in the area is at least forty years is not a substantial factor within Proposed Redevelopment Area 10.

More than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time: This factor is not substantial within Proposed Amendment A to Redevelopment Area 4 or Proposed Redevelopment Area 9 and 10.

The per capita income of the area is lower than the average per capita income of the city in which the redevelopment area is located: This factor is not substantial within Proposed Amendment A to Redevelopment Area 4 or Proposed Redevelopment Area 9 and 10.

The Proposed Redevelopment Area has had either stable or decreasing population based on the last two decennial censuses:

Proposed Amendment A to Redevelopment Area 4

According to the US Census Bureau, the population of Proposed Amendment A to Redevelopment Area 4 in 2010 was 61 residents.

In 2020, the population of Proposed Amendment A was 50 residents. This shows a decreasing population within the proposed redevelopment area.

Proposed Redevelopment Area 9

According to the US Census Bureau, the population of Proposed Redevelopment Area 9 in 2010 was 2 residents.

In 2020, the population of the proposed redevelopment area was 1 resident. This shows a decreasing population within the proposed redevelopment area.

Proposed Redevelopment Area 10

According to the US Census Bureau, the population of Proposed Redevelopment Area 10 in 2010 was 8 residents.

In 2020, the population of the proposed redevelopment area was 3 residents. This shows a decreasing population within the proposed redevelopment area.

BLIGHT CONCLUSION

Presence of Subjective Factors

The presence of **five** subjective factors was identified in *Proposed Amendment A* to Redevelopment Area 4.

The presence of **four** subjective factors was identified in *Proposed Redevelopment Area 9*.

The presence of **six** subjective factors was identified in *Proposed Redevelopment Area 10*.

Blight Subjective Criteria	Amendment A	Area 9	Area 10
Substantial number of deteriorated or deteriorating structures	X		X
Deterioration of site or other improvements	X	X	X
Existence of defective or inadequate street layout			x
Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	X	X	X
Improper subdivision or obsolete platting			X
Insanitary or unsafe conditions	X	X	X
Diversity of ownership			
Tax or special assessment delinquency exceeding the fair value of the land			
Defective or unusual conditions of title		X	
Existence of conditions that endanger life or property by fire and other causes	X		X

Presence of Objective Factors

The presence of two objective factors was identified in *Proposed Amendment A* to Redevelopment Area 4.

The presence of two objective factors was identified in *Proposed Redevelopment Area 9*.

The presence of one objective factor was identified in *Proposed Redevelopment Area 10*.

Blight Objective Criteria	Amendment A	Area 9	Area 10
Unemployment in the redevelopment area is at least one hundred twenty percent of the state or national average			
The average age of the residential or commercial units in the area is at least forty years	X	X	
More than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time			
The per capita income of the area is lower than the average per capita income of the city in which the redevelopment area is located			
Area has had either stable or decreasing population based on the last two decennial censuses	X	X	X

Blight Determination

Proposed Amendment A to Redevelopment Area 4 and Proposed Redevelopment Areas 9 and 10 meet the definition of a blighted area in need of redevelopment projects that should be completed and encouraged by the York Planning Commission, York City Council, and Community Redevelopment Authority.

APPENDIX

COMMUNITY REDEVELOPMENT LAW

The State of Nebraska has established Community Redevelopment Law to correct conditions of blight within the State's municipalities and provide guidance for remedying conditions of blight, thereby encouraging redevelopment projects to take place in areas that would be considered otherwise undevelopable.

(NRS 18-2102):

It is hereby found and declared that there exist in cities of all classes and villages of this state areas which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses.

Such conditions or a combination of some or all of them have resulted and will continue to result in making such areas economic or social liabilities harmful to the social and economic well-being of the entire communities in which they exist, needlessly increasing public expenditures, imposing onerous municipal burdens, decreasing the tax base, reducing tax revenue, substantially impairing or arresting the sound growth of municipalities, aggravating traffic problems, substantially impairing or arresting the elimination of traffic hazards and the improvement of traffic facilities, and depreciating general community-wide values.

The existence of such areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment, and the treatment of juvenile delinquency, and for the maintenance of adequate police, fire, and accident protection and other public services and facilities. These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination.

It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue.

It is further found and declared that certain substandard and blighted areas, or portions thereof, may require acquisition, clearance, and disposition, subject to use restrictions, as provided in the Community Development Law, since the prevailing conditions of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in the Community Development Law, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils, hereinbefore enumerated, may be eliminated, remedied, or prevented; and that salvageable substandard and blighted areas can be conserved and rehabilitated through appropriate public action and the cooperation and voluntary action of the owners and tenants of property in such areas.

Exhibit “B”

Proposed Amendment A to Redevelopment Area 4 encompasses 28.27 acres and is described as follows:

From a point beginning at the northwest corner of Parcel ID (PID) #930057600, then moving west along the south right-of-way (ROW) line of East 17th Street until reaching a point on the east property line of PID #930080319 directly west of the northwest corner of PID #930057643, then moving south along the west ROW line of North Division Avenue until reaching the southeast corner of PID COY-WDump, then moving east in a straight line until reaching a point on the west property line of PID #930058712 directly east of the southeast corner of PID COY-WDump, then moving south along the east ROW line of North Division Avenue until reaching the southwest corner of PID #930131692, then moving east along the north ROW line of the Burlington Northern Railroad until reaching a point directly south of the southwest corner of PID #930058283, then moving north in a straight line from that point until reaching the southwest corner of PID #930058283, then moving northeast along the south property line of PID #930058283 until reaching the northeast corner of PID #930058283, then moving northeast in a straight line from that point until reaching the southwest corner of PID #930058771, then moving north along the east ROW line of North Lincoln Avenue until reaching the northwest corner of PID #930057600, which is the point of beginning, approximately 28.27 acres.

Proposed Redevelopment Area 9 encompasses approximately 310.65 acres and is described as follows:

From a point beginning at the southwest corner of Parcel ID (PID) #930062337, then moving north in a straight line until reaching the northwest corner of PID #930146484, then moving east in a straight line along the north property line of PID #930146484 until reaching the southeast corner of PID #930063058, then moving southwest following the west right-of-way line of State HWY 81/34 until reaching the southeast corner of PID #930062337, then moving west along the south property line of PID #930062337 until reaching the southwest corner of PID #930062337, which is the point of beginning, approximately 310.653 acres.

Proposed Redevelopment Area 10 encompasses approximately 684.49 acres and is described as follows:

From a point beginning at the southwest corner of Parcel ID (PID) #930099761, then moving south in a straight line until reaching a point on the north property line of PID #930037685, then moving west from that point along the north property line of PID #930037685 until reaching the northwest corner of PID #930037685, then moving south along the west property line of PID #930037685 until reaching the southwest corner of PID #930037685, then moving east along the south property line of PID #930037685 until reaching a point on the south property line of PID #930037685 approximately 1,060 feet east of the southwest corner of PID #930037685, then moving south in a straight line from that point until reaching a point approximately 875 feet directly west of the southwest corner of PID #930036808, then moving east in a straight line from that point until reaching a point approximately 1,417 feet directly east of the southeast corner of PID #930036808, then moving north in a straight line from that point until reaching the north property line of PID #930201248, then moving east along the north property line of PID

#930201248 until reaching the southeast corner of PID #930192923, then moving northwest along the east property line of PID #930192923 until reaching the northeast corner of PID #930192923, then moving west along the north property line of PID #930192923 until reaching the intersection of the north property line of PID #930192923 and the York Municipal boundary, then moving north along the York Municipal boundary until reaching the northwest corner of PID #930030400, then continuing along the York municipal boundary moving west then northwest until reaching the southeast corner of PID #930103122, then moving west following the south property line of PID #930103122 until reaching the southeast corner of PID #930199096, then moving north along the east property line of PID #930199096 until reaching the northeast corner of PID #930199096, then moving west along the north property line of PID #930199096 until reaching a point on the northeast property line of PID #930201288 directly west of the northwest corner of PID #930199096, then moving northwest along the northeast property line of PID #930201288 until reaching the north corner of PID #930201288, then moving southwest along the northwest property line of PID #930201288 until reaching the southwest corner of PID #930103122, then moving north following the west property line of PID #930103122 until reaching the northwest corner of PID #930103122, then moving southeast in a straight line from that point until reaching the southeast corner of PID #930103122, then moving east in a straight line until reaching the southeast corner of PID #930199104, then moving north along the east property line of PID #930199104 until reaching the northeast corner of PID #930199104, then moving east following the north property of PID #930103122 until reaching the York Municipal boundary, then moving north following the York Municipal boundary until reaching the northeast corner of PID #930199112, then moving west along the north property line of PID #930199112 until reaching the southwest corner of PID #930197408, then moving north along the east right-of-way (ROW) line of S Lincoln Avenue until reaching the northwest corner of PID #930029429, then moving west in a straight line until reaching a point on the east property line of PID #930100107 directly west of the northwest corner of PID #930029429, then moving south along the east property line of PID #930100107 until reaching the southeast corner of PID #930100107, then moving west along the south property line of PID #930100107 until reaching the southwest corner of PID #930100107, then moving north along the west property line of PID #930100107 until reaching the northwest corner of PID #930100107, then moving west along the south property line of PID #930102940 until reaching the southwest corner of PID #930102940, then moving north along the west property line of PID #930102940 until reaching the northwest corner of PID #930102940, then moving east in a straight line until reaching a point on the west property line of PID #930029259 directly east of the northeast corner of PID #930102940, then moving north until reaching the northwest corner of PID #930029348, then moving west until reaching the southwest corner of PID #930099761, which is the point of beginning, approximately 684.49 acres.

RESOLUTION NO 2023-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA, TO UPDATE THE PERSONNEL MANUAL FOR THE EMPLOYEES OF THE CITY OF YORK.

WHEREAS, the Mayor and Council of the City of York, Nebraska, have previously adopted and revised a Personnel Manual for the employees of the City of York, and,

WHEREAS, the Personnel Manual is periodically updated as needed to reflect the current policies of the City affecting its employees,

WHEREAS, the Mayor and Council of the City of York, Nebraska, desire to adopt an updated Personnel Manual replacing all previously adopted and revised versions,

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of York as follows:

Section 1. That the Personnel Manual of the City of York, Nebraska, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted, effective August 18, 2023, as the City's personnel manual and shall be applicable to all employees, appointed and elected city officials unless preempted by state or federal law or in conflict with an existing employment contract or collective bargaining agreement.

Section 2. That any and all previously adopted or revised versions of the personnel manual for the City of York, Nebraska shall be repealed.

Section 3. That the original of such Personnel Manual shall be maintained in the office of the Human Resource Director, and copies to be made available to all employees of the City.

Passed and approved this 17th day of August, 2023.

Barry Redfern, Mayor

Attest:

Amanda Ring, City Clerk

EXHIBIT A



City of York Personnel Manual

**Updated Effective
August 2023**

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INTRODUCTION

A. Adoption of Rules

These rules shall become effective when adopted by the York City Council (Council). Upon adoption, the rules shall supersede any and all previous versions of this personnel manual.

B. Amendment of Rules

Suggestions for amendments to these rules are welcome at any time from any City of York (City) employee and should be submitted in writing to the Human Resource Director. Amendments to these rules shall be in effect upon approval of the Council.

C. Department of Regulations

1. A department head may establish such supplemental personnel regulations as are deemed necessary for efficient and orderly administration and for maintaining the proper discipline, conduct and behavior of departmental employees.
2. All supplemental regulations shall be subject to the approval of the City Administrator and a copy shall be made available to each employee of the department. Such regulations may provide for disciplinary action, but must be consistent with the most recent City personnel policies adopted by the Council.

D. Availability of Rules

1. Copies of these regulations shall be issued to all employees as part of new hire orientation. A current copy will be on file in the Human Resource Director's office.
2. Other employees who wish to examine these personnel regulations shall have a copy made available to them upon request to their immediate supervisor.

E. Duty to Update

Holders of copies of the rules shall be responsible for keeping their copies up to date by inserting revisions and additions as the Human Resource Director issues them.

F. Nebraska Statutes

The provisions of this policy manual shall be followed except where these provisions are in conflict with existing and current Nebraska Statutes. All full-time paid sworn-in Police and Fire Department personnel are under the jurisdiction of the York Civil Service Commission. The Commission is charged with the responsibility of recommending the appointment, promotion, transfer, suspension, or discharge of Police and Fire Department personnel. All appointments to and promotions within these department shall be made solely on merit, efficiency, and fitness determined by open competitive examinations and impartial investigations. In such instances where a conflict exists, the current statutes, shall take precedence over the provisions of this policy manual.

G. Application of Rules and Regulations

The provisions of the City of York Personnel Rules and Regulations shall apply to all employees of the City of York. The provisions shall not apply to any elected officials of the City of York.

EQUAL EMPLOYMENT OPPORTUNITY

The City of York is an equal opportunity employer. Discrimination against any person in recruitment, selection, classification, compensation, duty assignment, work schedule, working conditions, leave authorization, discipline, lay-off, or termination because of race, color, sex (including pregnancy), national origin, religion, age, sexual orientation, disability, genetics, or any other characteristic protected by law is prohibited. Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head; Human Resource Director or other appropriate authority, as necessary.

HARASSMENT IN EMPLOYMENT

The City of York is committed to offering an employment opportunity based on ability and performance, in a productive climate, free of discrimination. Accordingly, harassment of any kind by supervisors or co-workers will not be tolerated. In addition, the City will protect employees, to the extent possible, from reported harassment by non-employees in the work place.

Examples of harassment may include such actions as: racial or ethnic slurs, posting or distribution of derogatory bulletins, pictures or cartoons, or offensive humor.

A "hostile environment" is defined as vicious, frequent and reprehensible instances of harassment based on race/ethnicity, color, age, religion, sex, national origin, disability, or political affiliation constituting a 'concerted pattern of harassment.' This definition goes beyond casual, infrequent, or isolated incidents.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and any other conduct of a sexual nature. Sexual harassment may include such actions as; sexually-oriented verbal "kidding", "teasing", or jokes; subtle pressure for sexual activity; unwanted physical contact or demands for sexual favors.

Sexual harassment is considered a form of sex discrimination and is prohibited under Title VII of the Civil Rights Act of 1964 as amended. This policy protects all employees. Conduct of the type described above is improper if:

1. submission to the conduct is either an explicit or implicit term or condition of employment,
2. submission to or rejection of the conduct is used as a basis for employment decisions affecting the person involved, or
3. the conduct has the purpose or effect of substantially interfering with an individual's work performance or environment.

The department head shall take prompt disciplinary action, when made aware of alleged harassment. Such action may include discipline up to and including dismissal of the offending employee or employees.

Any employee who believes that they have been subjected to harassment should notify their immediate supervisor, department head or Human Resource Director. The complaint will immediately be investigated by the department head and/or the Human Resource Director to determine whether it is justified. If the complaint is found to be invalid, all involved parties will be notified. If the complaint is found to have merit, disciplinary action, as described above, will be implemented.

EMPLOYMENT POLICY

A. Minimum Qualifications for Employment

An applicant for employment must be:

1. Able to produce documents to establish identity and employment eligibility as required by the United States Citizenship and Immigration Services Form I-9.
2. Qualified to perform the essential job functions of the position for which application is made.

B. Application Announcement

1. An application period shall be determined by the Human Resource Director or a designated representative for each job opening.
2. Recruitment notices shall be posted on the City of York website and in other places where such notices would obtain public attention and attract the interest of qualified persons. The **notices** shall contain the following information:
 - a. the title and job requirements,
 - b. the posting date (postings will be open a minimum of 7 day or until position is filled), and
 - c. the place and manner of making application.

C. Application for Employment

An application for employment shall be filed on a form approved by the Human Resource Director and shall contain information concerning experience, education, and other data pertinent to the fair evaluation of the qualifications and abilities of the applicants.

D. Physical Examinations

1. Once a conditional job offer has been made, a physical examination by a physician may be required of any person entering employment with the City of York. Should the result of the examination be unsatisfactory in any respect the City Administrator may cancel or amend the terms of the offer as the City Administrator considers necessary. The expense of the examination, when required by the City Administrator, shall be borne by the City of York.
2. Physical capacity exams will be required for new employees entering positions of a physical nature for the following departments: Public Works, Parks & Recreation, Convention Center, Police Department & Fire Department. Employees in sedentary positions for these departments will not be required to complete the exam.

E. Background Checks

1. Once a conditional job offer has been made, a background check may be required of any person entering employment with the City of York. Should the result of the background check be unsatisfactory in any respect the City Administrator may cancel or amend the terms of the offer as the City Administrator considers necessary. The expense of the background check, when required by the City Administrator, shall be borne by the City of York.

F. Drug Test

1. Once a conditional job offer has been made, a drug test may be required of any person entering employment with the City of York. Should the result of the drug test be unsatisfactory in any respect the City Administrator may cancel or amend the terms of the offer as the City Administrator considers necessary. The expense of the drug test, when required by the City Administrator, shall be borne by the City of York.
2. Random drug tests may be performed per the requirement of obtaining an active CDL license. The policy will follow the Federal guidelines required for obtaining and maintain the CDL license.

GENERAL PERSONNEL POLICIES

A. Conduct

1. City employees shall conduct themselves in such a manner as to be a credit to the City both on and off duty.
2. City employees shall treat their supervisors with appropriate respect and shall carry out all orders to the best of their abilities without delay or argument.
3. City employees shall be just and honorable in all of their relations with the City and with each other. They shall not gossip or make false reports to the discredit or injury of the City or another City employee. Nor shall they create a disturbance or dissension within City departments.
4. City employees shall not consume or have possession of any alcoholic beverages or illegal drugs while on duty.
5. Smoking and vaping are not allowed in any City buildings or vehicles.

B. Attendance

1. Employees shall be at their place of work in accordance with the policies regarding hours of work, holidays, and leave for the department in which they work.
2. If an employee must be absent due to the weather, illness, injury, or other emergency, the employee shall notify his or her supervisor or department head prior to their shift.
3. During a long-term illness, an employee shall keep his or her supervisor or department head advised of the employee's condition and anticipated return date.
4. A condition of employment is that the employees be at their places of work promptly at the beginning of their normal duty periods and at the end of their lunch periods.

C. Records

The City of York shall maintain records on each employee that include such pertinent personal data as the employee's name, address, telephone number, job title, assigned department, current salary and employment status changes. Records shall also include information concerning educational achievements, such as; high school, college, training schools, and professional or technical courses. Additional information deemed important shall also be included. such as; reports of attendance, conformance to expected standards, and other reports of performance evaluation.

D. Change in Name, Address and Dependents

Employees shall notify the HR Director of any change of name resulting from a change in marital status, and any change of dependents. In addition, any changes in address, telephone number, or other information that would have an impact on the personnel record of the employee. This information is required for insurance and tax purposes.

E. Care and Use of City Property

Any employees of the City found to be responsible for damage to or loss of City property through negligence, carelessness, or abuse shall be subject to the disciplinary action and may be required to reimburse the City for such damage or loss. No City equipment, materials, or supplies shall be removed from their location without the approval of the supervisor, department head or City Administrator, as applicable.

F. Use of City Owned Vehicles

Department heads and other employees designated by the City Administrator shall be allowed to use City owned vehicles. Such use shall be in accordance with the rules and regulations of the Internal Revenue Service pertaining to the use of vehicles owned by employers. Such vehicles shall not be used for other than official City business and shall be kept clean and driven in a manner that conforms with existing traffic regulations and does not bring discredit to the City. Vehicle use in addition to use during normal duty hours; such as transportation to and from their homes and to and from their place of work, shall be via special permission only from the City Administrator.

G. Mileage of Private Vehicles

The City of York will pay mileage for all authorized travel at the current rate set by the Internal Revenue Service.

H. Safety

Supervisors and department heads shall train their personnel to observe prudent safety precautions at all times. It shall be the responsibility of each employee to follow the rules of safety, including the observances of traffic regulations, when driving or operating City vehicles and equipment. These traffic regulations include wearing seat belts and hands-free cell phone use only. Each employee shall be told what to do in case of fire or other disaster and shall be shown the location of first aid supplies.

I. Reporting of Accidents and Injuries

Employees shall report all accidents and injuries to their supervisor or department head as soon as possible after the accident. Rescue squad services shall be used to transport employees to the hospital, if the accident or injury results in the incapacitation of the employee. If not, the supervisor or department head, along with the employee, will then contact EMC OnCall Nurse (844-322-4668) to report the injury and seek further medical guidance. Within twenty-four (24) hours of the incident, the affected employee or their supervisor shall file an accident injury report to the Human Resource Director. Employees will continue to work with EMC OnCall Nurse for further guidance and keep their supervisor or department head and HR informed of status.

Employees who have an accident with a City authorized vehicle involving another person or vehicle from the public shall first notify a law enforcement agency and then their supervisor or department head. This shall be done regardless of how minor the accident may be.

J. Outside Employment

1. A full-time employee of the City may hold another position of paid employment or accept pay for services only with the prior written approval of his or her department head. The employee shall advise the department head of the nature of the outside employment, the hours involved and any

other pertinent information. The department head shall give his or her approval unless the other position might create a possible conflict with the interests of the City. The department head shall not grant permission for outside employment of the duties, if the other position would so fatigue the employee as to cause him or her to be less than fully productive in the City position or if there would be a conflict of normal working hours. The department head may cancel such approval at any time.

2. In any situation where extra duty will be necessary in an employee's normal City work, such extra duty shall be in preference to the employees outside employment.

K. Private Business Activities

Employees shall not engage in private business activities during working hours and shall NOT use City property or facilities for such activities except through the approval of the City Administrator.

L. Political Activity

1. An employee may not be dismissed or disciplined because he or she refuses to make a contribution to a political organization or candidate.
2. All City employees shall refrain from any campaign activity while on duty as a City employee. City employees are further prohibited from participation in any campaign activity while wearing a City uniform or when operating or riding in a City vehicle.
3. Any City employee who is elected to a City office shall have his or her employment terminated upon taking the position of the elected official. The employee shall be deemed to have resigned his or her employment at the time that the employee assumes the office for which he or she has been elected.

M. Conflict of Interest

No employee shall engage in any activity or enterprise, which conflicts with his or her duties as a City employee or with the duties, functions, and responsibilities of the department in which he or she is employed. The following activities shall be a conflict of interest with City employment:

1. Any employment, activity, or enterprise, which involves the use for private gain of the City's time, facilities, equipment, or supplies, or the badge, prestige, or influence of a City office or employment.
2. Involves the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for performance of an act which the officer or employee would be required or expected to render in the regular course of City employment or as part of his or her duties as a City employee.
3. Involves the performance of an act in other than his or her capacity as a City officer or employee, which may later be subject, directly or indirectly, to the control; inspection; review; audit; or enforcement by such officer or employee or the department by which he or she is employed.
4. Involves so much of the employee's time that it impairs the employee's attendance or efficiency in the performance of his or her duties as a City officer or employee.

N. Selling and Peddling

No peddling, soliciting or selling for charitable purposes or other reasons shall be allowed among or by City employees during working hours, unless approved by the City Administrator.

O. Non-compliance with Personnel Rules

Failure on the part of an employee to comply with the State Constitution, State Statutes, Executive Order, the City of York's Personnel Manual or Department Supplemental Rules shall be cause for corrective or disciplinary action.

P. Suggestions

Suggestions for the improvement of any portion of the City's services are encouraged and welcomed and should be signed, dated and submitted either in writing or electronically to the supervisor, department head or City Administrator. The supervisor, department head, or City Administrator shall give the suggestion full and fair consideration and they shall consult with the employee on the merit and status of any suggestion in order to assure the employee that his or her suggestion has not been ignored or forgotten.

Q. Electronic Communication Systems Policy

This section is intended to establish a policy for efficient, ethical employee use of electronic communications equipment, software and data; to encourage use that enhances employee productivity;

to confirm that electronic communications used in the conduct of government are public records; and to prohibit inappropriate use. Electronic communication includes: City computer hardware and software, e-mail, Internet, telephones, cell phones, fax machines, printers and photocopy machines.

1. Limited personal use may be permitted, with prior approval as long as it is incidental, occasional and of short duration. It must be done on the employee's personal time, such as break or lunch. It must not violate the other "prohibited uses" or other specific limitations outlined in this policy.
2. Prohibited uses include:
 - a. Discrimination or harassment per harassment policy.
 - b. Language or subject matter that is objectionable, offensive, obscene, threatening, or otherwise inappropriate.
 - c. Communication to solicit for or promote commercial ventures outside the organization or other non-job-related solicitations.
 - d. Violation of copyright laws.
 - e. Copying any City-licensed computer software for personal use.
 - f. On-duty use of games.
 - g. Using City equipment or internet connection to violate the integrity of another system (hacking).
3. Electronic Communications
 - a. All messages used in connection with the transaction of governmental business constitute a public record. Such records are subject to public inspection and copying.
 - b. In general, e-mail is discoverable in litigation, and even deleted e-mail will not be necessarily removed from the system.
 - c. Any purchases made on behalf of the City via the internet must conform to the City's purchasing policy and budget allocations.
 - d. City-owned cell phones should not be used for personal use, except for necessary work-related situations such as unanticipated overtime or family emergencies.
 - e. The City retains the right to monitor and audit the use of e-mail and internet. The right to use these technologies does not include the right to privacy.

R. Transitional Light Duty Employment

This policy provides a means to temporarily assign light duty work for City employees who, due to injury or illness cannot fulfill their job description duties, but who could perform needed duties for either their respective department or another department within the City.

To be eligible for the program, an employee must furnish documentation from a medical provider verifying any medical restrictions, certifying the employee is capable of performing light duty without violating any medical restrictions, and stating the employee will be able to perform their described full duties of their position within six months.

1. Eligibility – The department head and HR Director will work together to determine:
 - a. The employee's injury or illness is expected to require light duty,
 - b. That an appropriate job can be identified and,
 - c. The employee is suitable for that job.
2. Assignment – The department head will:
 - a. Inform the employee reporting of light duty,
 - b. Inform his work leader or supervisor, the name of the employee who is expected to report for light duty,
 - c. The date, time, and location the employee is to report, and
 - d. Any work restrictions placed upon the employee by the certifying medical provider.
3. Restrictions & Protocol
 - a. Participation in the light duty program will be reevaluated on a monthly basis, to determine the participant's light duty status. This program will be limited to a six-month period.
 - b. No Transitional Light Duty Program assignment will become a permanent job. Should an employee's injury or illness be diagnosed as permanent, he/she will no longer be eligible for participation in the Transitional Light Duty Program.

Reassignment to Regular Duty – prior to the conclusion of the Transitional Light Duty Program, the employee will furnish a medical provider's certification attesting to the employee's physical ability to return to their prior work description and work assignment.

JOB CLASSIFICATION

A. Full-time Employee

An employee who has been appointed/hired to a position in the city who is regularly scheduled a minimum of 40 hours per week (2,080 hours in a fiscal year).

B. Part-time Employee

An employee who has been appointed/hired to a position in the city who works an average of less than 30 hours per week; not to exceed 1,559 hours per year.

C. Part-time/Temporary Employee

An employee appointed/hired where employment is sporadic in nature with no fixed or guaranteed schedule and no guarantee of continued employment, such as seasonal work.

D. Intern

An employee appointed/hired where the employment is generally limited to a length of time not to exceed six (6) months. Intern employment may be tied to an area of study with an accredited educational institution.

HOURS OF WORK

E. Standard Work Week

1. A five-day, forty-hour work week, or a shift schedule corresponding to a forty-hour week, shall be the standard week except for part-time and temporary employees and those employees subject to call at times prescribed by department regulations or if otherwise established in union contract.
2. The work schedules of all employees shall be established by each department head and approved by the City Administrator.

F. Lunch Periods

1. At the option of each individual employee, and with the prior approval of the department head, the employee shall receive a one-hour lunch and two fifteen-minute breaks per eight-hour shift, as per "D" below.
2. In certain cases, because of the character of the work, and at the discretion of an employee's supervisor, it may be necessary for an employee to eat lunch while working. In such cases, no lunch period shall be scheduled; however, the lunch period shall be added to the hours of work to fix the length of the workday.

G. Work Schedules

1. If work schedules are changed, such schedules shall be posted sufficiently in advance for employees concerned to be fully informed.
2. An employee who is asked by their department head to not report to work or to leave early from work for any part of a work day, when the work program is interrupted, shall be considered to have worked the number of hours included in the employee's regular daily schedule.
3. If an employee determines it necessary to stay home due to inclement weather, the following options may apply with supervisor approval:
 - Vacation Time
 - Make up hours or use comp time, if work and hours are available
 - Work from home, if possible and work available
 - Unpaid time

H. Rest Periods

While there are no federal or state laws requiring a paid break period in addition to a lunch break, it is the policy of the City to provide employees with such. Rest breaks are counted as paid time worked and are limited to 15-minute periods for each four hours worked. Rest periods should be taken at the approximate middle of the morning shift and middle of the afternoon shift and shall not be combined one with another,

with a meal period or be taken at the start or end of any shift, unless special permission is granted by the employee's supervisor for the effective and efficient operation of the department.

INTRODUCTORY PERIOD

A. Nature, Purpose and Duration

1. Every person employed by the City of York shall serve an introductory period for the first six calendar months of his or her employment or re-employment unless governed by collective bargaining unit.
2. The purpose of the introductory period is to permit the supervisor and department head to closely observe and evaluate the capabilities and willingness to work of the new employee. During this time, supervisors shall encourage and assist the new employee in making a successful adjustment to the job.
3. Full time and part-time permanent employees shall receive a 90-day performance evaluation with specific action items to be addressed in the next 90 days. Then a final evaluation at six months to close out the introductory period.
4. If at any time during the introductory period it is determined that the services of the employee have not been of acceptable quality, the City Administrator shall notify the employee in writing of the date his or her services are to be terminated. A performance report and a copy of the termination notice shall be placed in the employee's personnel file.
5. If the department head determines that the services of the employee have been acceptable, the appointment will be made and the employee so notified.

B. Promotions During Introductory Period

1. The serving of an introductory period shall not prevent an employee from being appointed to a position of a higher classification.
2. If an employee is promoted during the introductory period, the introductory period for the class of position to which the employee is promoted shall begin on the date of appointment to such latter classification.
3. When an employee is promoted for a position in one classification or type of work to a position in another classification or type of work, the department head shall require the employee to serve an introductory period in the new position to which the employee has been promoted. This introductory period shall be the same length, as the introductory period required for original appointments.

C. Reassignment During Introductory Period

1. An employee reassigned to a position of another class at the employee's request during the introductory period shall be required to serve a complete introductory period in the new position.
2. Reassignment of an employee during their introductory period shall be approved by the City Administrator prior to the reassignment.

PERFORMANCE APPRAISAL REPORTS

A. Purpose

1. Each full-time and part-time permanent City employee shall participate in a formal Performance Appraisal Report. The purpose of this appraisal is to provide timely and planned feedback to the employee, evaluating his or her performance in relation to the requirements of the position and to provide a channel of communication between a supervisor and an employee.
2. When conscientiously applied, the program will enable the employee to become increasingly aware of the importance of his or her job, his or her manner of performance, and the level of performance expected by the supervisor. The Performance Appraisal Report will inform the employee of areas of opportunity and areas of praiseworthy performances.
3. The Performance Appraisal Report may be used as a guideline when considering an employee for salary and classification changes as well as professional development opportunities.

B. Frequency of Reports

1. Full time and part-time permanent employees shall receive a 90-day performance evaluation with specific action items to be addressed in the next 90 days. Then a final evaluation at six months to close out the introductory period (see Introductory Period section).
2. A performance appraisal shall be prepared on all full-time and part-time permanent employees in the City personnel system on an annual basis approximately one month prior to their anniversary date. The appraisal shall be prepared even though an employee may be at the maximum monthly salary for his or her grade and classification.

C. Rating Officials

1. An employee's performance shall be rated by the employee's immediate supervisor. However, no rating shall become final until reviewed and approved by the head of the department to which the employee is assigned.
2. If an employee receives approximately equal supervision from two supervisors, both supervisors shall cooperate in preparing the Performance Appraisal Report.
3. If the supervisor is ill, absent or otherwise unable to complete a performance report within the specified time period, the report shall be completed upon return to work and reason for late submission shall be explained on the report.
4. Only in exceptional circumstances shall a person other than the immediate supervisor prepare the performance report. In the event of death or long-term incapacitation of the rating official, the next higher supervisor shall prepare the report.

D. Review With the Employee

The employee and supervisor shall each complete the Performance Appraisal Report. Once complete, the supervisor will schedule time for them to meet to discuss and review the Performance Appraisal Report together. The meeting will be summarized on the last page of the form. The employee and supervisor have the opportunity to provide additional comments and shall sign the report to acknowledge receipt of the evaluation. The signed-off report shall be forwarded to HR and filed in the employee's personnel file.

COMPENSATION

A. General Policy

It is the policy of the City of York to pay fair and equitable salaries to all employees based on the relative value of each position within the City; giving due consideration to rates paid in the geographic area for comparable work and to the financial position of the City. Further, it is the City's policy to maintain a salary program, which will:

1. Attract and retain high caliber individuals, and
2. Provide peak motivation to employees by paying salaries, within the latitude of the established ranges, based on the individual's accomplishments.

B. Responsibility for Salary Administration

The City Administrator shall be responsible for the development, maintenance and continued administration of the salary schedule. The City Administrator may, from time to time, conduct such special studies of pay policies deemed necessary or expedient, and as a result of such study, may recommend amendments of salary ranges and related personnel policies to the Mayor and Council.

C. Salary Ranges

A salary range provides a minimum and maximum salary rate. The minimum salary rate serves as a normal entrance salary for new appointees to any position in a class and represents the lowest rate to be paid to an employee who is considered worthy of appointment to or retention in the position. A maximum salary rate is the highest amount to be paid to any employee who occupies a position in the class (no matter how efficient the employee is in the position), considering the limitation on the class of positions and its relationship to other classes.

The salary ranges are intended to furnish administrative flexibility in meeting changing labor market conditions and recognizing meritorious services of employees.

No payment or allowance shall be made to any employee which would have the effect of causing their total compensation or pay for any period to exceed the maximum rate prescribed for the class except as is expressly authorized in the established salary or by the provisions of the section relating to overtime allowances. Likewise, no employee shall be paid less than the minimum rate prescribed for his or her class.

New employees shall be hired as close to the minimum of their position grade range as possible unless they possess special qualifications and/or experience.

D. Maintenance of the Classification and Salary Schedule

As the duties of positions change, they shall be reviewed for reallocation to different classes. The appropriateness of the classes in the Salary Range Schedule shall likewise be reviewed and changes made.

Department heads and supervisors have a duty to report to the City Administrator substantial changes in the duties and responsibilities of positions under their control so classification adjustments may be made.

The City Administrator shall review and make recommendations to the City Council for necessary changes in the salary range schedule.

E. Pay Increases and Promotions

1. Pay Increases:

- a. Upon completion of the introductory period, a new employee is either terminated or given a step increase.
- b. Upon completion of each year, an employee shall be eligible for an increase on the employee's anniversary date or promotion date.
- c. The anniversary date of an employee shall be the calendar date upon which full time employment with the City started. All pay increases will be effective the pay period in which the date falls.

2. Longevity Pay – Eligible employees who received longevity pay as of September 28, 2020, will continue to receive this dollar amount per hour.

F. Overtime Pay

All eligible full-time employees shall receive overtime pay for approved hours worked in excess of the normal work week unless they choose to earn compensatory time off. A straight hourly rate is paid for time worked up to forty (40) hours a week during the normal work week, with approved overtime pay calculated according to the following schedule:

WORKED	RATE
For time worked in excess of 40 hours a week, Including overtime work on Saturday & Sunday	1 ½ times the employee's hourly rate of pay
For time worked on a holiday by an employee when it is his or her regularly scheduled day to work	Hourly rate for the number of hours the employee worked plus holiday pay
For time worked on a holiday due to an emergency	1 ½ times the employee's hourly rate of pay for hours worked PLUS holiday pay

If an employee is called to respond to an emergency, he or she will be paid for no less than two hours.

G. Compensatory Time

- 1. If emergency requirements and/or staff shortages require overtime work, an employee may choose compensatory time off in lieu of overtime pay with prior supervisor approval.
- 2. Compensatory time off shall be computed as one and one-half times the actual amount of overtime.
- 3. Employees may accrue a balance of not to exceed forty (40) hours.

H. Pay Rates in Promotion

When an employee is promoted to a position in a higher grade:

1. The employee shall be given a promotional adjustment so that the salary is not less than the minimum of the salary range for that position.
2. The employee will be put on introductory period.
3. At the end of the introductory period, employee will be given a step increase, if performance is acceptable.
4. Annual performance review and salary increases will follow the new schedule based on the promotion date.

I. Pay Rates in Demotion

If an employee is demoted, his or her rate of pay shall be determined as follows:

1. If the rate of pay in the higher-grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay shall be reduced to no more than the maximum rate of pay of the lower position.
2. If the rate of pay in the higher-grade position falls within the range of the pay grade for the position to which demoted, the rate of pay may remain unchanged.
3. Annual performance review and salary increases will follow the new schedule based on the demotion date.

J. Payment of Leave upon Death of an Employee

Upon the in-service death of a full-time or regular, part-time employee who has completed the introductory period, the employee's estate shall be entitled to payment for any accumulated time owed at the time of death.

K. Re-Employment

An employee who is terminated from service with the City, either because the employee resigns or his or her position comes to an end, may be re-employed by the City, if the employee complies with all requirements and qualifications for a new employee. The employee shall once again serve an introductory period regardless of whether the employee had completed an introductory period prior to termination of employment.

L. Wages in Advance

It is the policy of the City that no advance in future wages (including accrued vacation leave) shall be made.

M. Pay for Absence at Company Request

An employee who is asked by their department head to not report to work or to leave early from work for any part of a work day, when the work program is interrupted shall be considered to have worked the number of hours included in the employee's regular daily schedule.

N. Pay For Absence from Work Due to Weather Conditions

If an employee determines it necessary to stay home due to inclement weather, the following options may apply with supervisor approval:

- Vacation time
- Make up hours or use comp time, if work is available
- Work from home, if possible and work is available
- Unpaid time

O. Pay Day

Employees shall be paid on a biweekly basis, thereby constituting 26 pay periods each year. Payroll shall be deposited by Wednesday unless there is a holiday in the payroll week that may affect the payroll calendar.

P. Termination Pay

An employee who is dismissed or who voluntarily resigns shall receive his or her final paycheck on the first regularly scheduled payday following termination of employment.

LEAVE

A. Sick Leave

1. Sick leave is defined as 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. Employees must remain home until they are fever free for at least 24 hours without fever-reducing medication.
 - 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 3.7 hours of sick leave pay for each bi-weekly pay period 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.

B. Vacation Leave

1. Regular full-time Employees

A regular full-time employee is entitled to annual vacation leave earned and accrued. 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.

2. Scheduling of Vacations

- a. Vacation leave shall be taken at a time convenient to and approved by the department head.
- b. Department heads shall grant leave on the basis of the work requirements of the department after conferring with employees and recognizing their wishes whenever possible.
- c. 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 earned and unused vacation accumulation since the employee's last anniversary date for each full month's employment to the date of an in-service death, shall be paid to the deceased's estate.

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.

D. 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.

E. 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 for witness 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.

F. 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.

G. 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).
3. An employee shall not accrue vacation leave, sick leave, or other benefits during the period the employee is on parental leave.

H. 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 three (3) days. This may be extended to five (5) days with the approval of the department head.
2. In the case of a funeral for someone not covered by section 1, leave with pay may be granted from one-half (1/2) to one (1) day. The City Administrator may grant additional funeral leave without pay.

I. 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.

J. 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.

K. FMLA (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. See Employee Rights Under the Family and Medical Leave Act below:

FMLA

What is FMLA Leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with job-protected leave for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take up to 12 workweeks of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness may take up to 26 workweeks of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in one block of time. When it is medically necessary or otherwise permitted, you may take FMLA leave intermittently in separate blocks of time, or on a reduced schedule by working less hours each day or week. Read Fact Sheet #28M (c) for more information.

FMLA leave is not paid leave, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an eligible employee if all of the following apply:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a covered employer if one of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year.

- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA Leave?

Generally, to request FMLA leave you must:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You do not have to share a medical diagnosis but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You must also inform your employer if FMLA leave was previously taken or approved for the same reason when requesting additional leave.

Your employer may request certification from a health care provider to verify medical leave and may request certification of a qualifying exigency. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your employer must:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer cannot interfere with your FMLA rights or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer must confirm whether you are eligible or not eligible for FMLA leave. If your employer determines that you are eligible, your employer must notify you in writing:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit www.dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court.

HOLIDAYS

A. Dates Observed

The following shall be paid holidays for all full-time employees and shall be observed on the dates or days indicated:

New Years Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
President's Day	Veteran's Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday

The floating holiday must be scheduled in advance of the date to be designated as a floating holiday and be approved by the department head in the same manner as vacation leave. This holiday will be taken at any time during the calendar year subject to department head approval. The floating holiday may not be carried over from year-to-year and will not be paid out if unused at termination.

B. Observing Holidays That Occur on a Weekend

- a. When a holiday occurs on a Saturday, it shall be observed on the preceding Friday.
- b. When a holiday occurs on a Sunday, it shall be observed on the following Monday.

C. Holidays while on Worker's Compensation

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday shall be allowed.

D. Holiday Compensation for Management Employees

A management employee who is required to work on a designated holiday may receive time off as a comp day at a later date as their holiday.

E. Holiday Compensation for Permanent Part Time Employees

Permanent part-time employees with a set schedule will be paid holiday hours for the normal hours they would be scheduled to work, if the holiday falls on their regularly scheduled work day.

INSURANCE PROGRAMS

A. Hospital and Medical Insurance

1. Eligibility

a. Employees

The City shall offer a regular, full-time employee health insurance on the first day of the month following their start date.

b. Dependents

Health insurance may be provided to the dependents of a regular, full-time employee on the day the employee is eligible for coverage at a cost to the employee. Refer to the Medical Plan Document and Summary Plan Description for definition of eligible dependents.

2. Participation

Participation in this program shall be voluntary for both employee and dependent coverage.

B. Life Insurance

1. There are two types of group life insurance policies for City employees:

- a. All full-time employees shall be provided with group life insurance coverage. Said employee shall receive group term life insurance in the amount of one (1) time their annual salary.

- b. In Conjunction with the above life insurance, the City shall also provide an accidental death and dismemberment policy that is equal to the same dollar amount as the group term life insurance policy.

C. Disability Insurance

- 1. All full-time employees shall be provided with short-term and long- term disability coverage. Pay rate for each disability policy is at 60% of employee's base pay.

D. Other Insurance

- 1. Dental and vision insurance is available to be purchased for employees and dependents. This coverage is effective the first of the month following the date of hire. Participation is voluntary.

DISCIPLINE

A. Cause for Disciplinary Action

- 1. Supervisor's Responsibility

It shall be the responsibility of all supervisors and department heads to reasonably and impartially supervise, and when necessary, discipline the personnel assigned to them.

- 2. Methods

Methods or forms of discipline may include the following:

- a. Verbal admonishment
- b. Written reprimand
- c. Suspension
- d. Dismissal
- e. Any combination of these or similar forms of discipline.

Steps may be skipped based on the seriousness of the violation or circumstance.

- 3. Reasonable Penalties

All supervisors and department heads shall exercise good judgment and discretion in taking or recommending disciplinary action. They shall endeavor to ensure that the penalty is not unreasonable or excessive in relation to the seriousness of the violation or circumstances for which the employee is being penalized. In taking or recommending disciplinary action of any type, supervisors and department heads shall do so on the basis of what is best for the department, the City, and for its employees.

- 4. Causes for Disciplinary Action

Causes for disciplinary action include, but are not limited to the following acts or failures:

- a. Violations of the City of York Personnel System Rules and Regulations.
- b. Falsification of material facts on application for employment.
- c. Repeated and habitual tardiness or early departure.
- d. Unsatisfactory performance of the quantity or quality of work considered standard for the position.
- e. Failure to carry out a direct instruction from a supervisor.
- f. Inability to get along with fellow workers.
- g. Negligent or willful destruction of City property.
- h. Substance abuse to the point of impairment that may prevent an employee from properly performing the functions of their position.
- i. Violation of drug-free policy.
- j. Abuse of sick leave.
- k. Absence without leave, including failure to notify the department head of injury or sick.
- l. Discourtesy to the public.
- m. Acceptance of any gratuity or gift for the performance or nonperformance of official duties.
- n. Acceptance of a gift or gratuity that is known to be a bribe.
- o. Conviction of a crime or of a misdemeanor involving moral turpitude.
- p. Use of City position for private gain.
- q. Conduct detrimental to the reputation of the City government.
- r. Failure to maintain certifications/qualifications to perform the job.
- s. Accessing and/or distributing sensitive information inappropriately.

B. Verbal Admonishment/ Reprimand

1. Reasons for Verbal Admonishment and/or Reprimand
Supervisors and department heads may reprimand, verbally or in writing, employees assigned to them when, in their opinion, such reprimand will benefit the employee and the department. Admonishments and/or reprimands shall be made in a constructive, businesslike manner. Supervisors and department heads shall utilize a reprimand with good reason and with an attitude of not only admonishing or warning the employee, but also to lead, guide, and direct the employee in how to correct and avoid repeating the mistake, infraction, or deficiency.
2. Verbal Admonishments
A verbal admonishment may be given to an employee to caution or advise said employee of inadequate or inappropriate performance or actions. A verbal admonishment may be documented in writing by the supervisor, if it is deemed necessary, and signed by the employee. If the admonishment is documented, the employee shall receive a copy and a copy of the signed documentation will be submitted to the employee's personnel file.
3. Written Reprimands
Whenever possible, a written memorandum will be addressed to the employee warning of inadequate or inappropriate performance or actions. The memorandum will state the action that caused the reprimand to be issued and the corrective action that must be taken by the employee to ensure the violation does not reoccur. The employee will sign the written reprimand and receive a copy of the written reprimand. A copy of the signed written reprimand will be submitted to the employee's personnel file.

C. Suspension

1. Suspension for investigation
The department head along with Human Resource Director may suspend an employee for a period of time in order to investigate a serious violation or circumstances. A suspension for investigation will be a paid suspension for the amount of time as the investigation may take.
2. Suspension for Cause
The City Administrator along with Human Resource Director may suspend employees for cause when it is determined that a lesser form of disciplinary action will not correct the mistake, infraction, deficiency, or problem. Suspension shall consist of relieving the employee from work without pay for a specific period of time depending on the seriousness of the occurrence bringing about the disciplinary action.
3. Statement of Cause
In the case of suspension, a written statement setting forth specific cause under which the department head has so acted shall be presented to the employee and a copy filed in the personnel file.

D. Dismissal for Disciplinary Reasons

1. Effective Date of Dismissal
Except as otherwise provided in the Civil Service Act, the City Administrator or designee along with Human Resource Director may dismiss any employee, except an officer appointed by the City Council, for just cause. A written statement setting forth the specific cause under which the City Administrator acted shall be presented to the affected employee. This dismissal will be effective on the date stated in the statement.
2. Pay for Dismissed employees
In extreme cases of flagrant violations that require immediate action, no prior notice is necessary. In this event, the employee so dismissed shall receive payment up to and including the number of hours worked on the day of dismissal and such unused vacation leave as the employee may have earned during the current calendar year, but the employee shall not receive additional pay in lieu of notice prior to date of dismissal.
3. Statement of Cause
In all cases, a written notice shall be prepared and filed with the City Administrator.
4. Action under this section is not intended as a substitute for suspension or other disciplinary action. Dismissal for disciplinary reasons shall take place only when other forms of disciplinary action are deemed inappropriate or have proved ineffective in dealing with a particular employee.

DISCIPLINARY ACTION FOR FIRE AND POLICE DEPARTMENTS

This section shall be guided by the Civil Service Rules & Guidelines.

RETIREMENT SYSTEM

A. Types of Systems

Two retirement systems exist within the City of York; one for sworn personnel in the classified service of the Fire and Police Departments, and one for civilian personnel in service throughout the City. Both systems require contribution from both the employee and the City.

1. Sworn Positions in the Fire and Police Departments:
 - a. Sworn members of the Fire and Police Departments shall be retired in accordance with the provisions of State Statutes covering retirement for their classifications.
 - b. Regular full-time sworn employees who are assigned job classifications within the York Fire and Police Department shall contribute six and one-half percent (6.5%) (Fire) and seven percent (7%) (Police) of earnings to the pension program.
 - c. The City shall contribute a matching thirteen percent (13%) for Fire and seven percent (7%) for Police. Sworn Fire Department Officers are exempt from social security.
 - d. The City shall provide the death benefit to all members of the pension plan in accordance as provided by said plan.
2. Civilian Positions Throughout the City:
 - a. Regular full-time civilian employees shall contribute six and one-half percent (6.5%) of earnings to the pension program.
 - b. The City shall contribute a matching six and one-half percent (6.5%).
 - c. The City shall provide the death benefit to all members of the pension plan in accordance with said plan.
3. Additional Contributions
 - a. Sworn members of the Fire and Police Departments and civilian employees wanting to make additional pre-tax or post-tax contribution deductions should see the Human Resources Director.

REDUCTION IN FORCE

A. Layoff for Administrative Reasons

1. Reasons for Layoff
An employee may be laid off because of a reduction in required personnel, reorganization of a department of City function, a decrease in the workload, or a lack of funds.
2. Transfer to Another Department
Whenever possible employees who are to be laid off for administrative reasons from one department shall be integrated into another department by transfer
3. Employee Eligible for Re-Employment
Employees laid off through no fault of their own shall be eligible for re-employment.
4. Written Notice
Written notice of a layoff for administrative reasons shall be given fourteen (14) days prior to the effective date unless an emergency exists. In such case, notification shall be commensurate with the reasons for the action.

RESIGNATION

A. Voluntary Resignation & Retirement

An employee who desires to resign his or her positions with the City in good standing shall provide a written resignation to the department head or the City Administrator stating the effective date of the resignation. Notification shall be provided at least two (2) weeks prior to the effective date and for retirement shall be provided ninety (90) days prior to retirement date. Employees will be required to work the final two weeks prior to resignation or retirement to assist in transition of work.

B. Return of City Property

Employees terminating their employment with the City, whether through resignation, retirement, or dismissal, shall be responsible for returning any City property that they have in their possession. Such property as identification cards, badges, keys, etc., must be returned to the department head or Human Resource Director prior to receiving a final paycheck.

C. Termination Pay

1. Date of Final Pay

An employee who is dismissed or who voluntarily resigns shall receive his or her final paycheck on the first regularly scheduled payday following termination of employment.

GRIEVANCE PROCEDURE

A. Initiation of Grievance

An employee shall present a grievance in the form of a signed letter to the department head within seven (7) days after the action which gives rise to the grievance. The letter must state the pertinent facts relating to the cause of the complaint being filed. The department head shall then meet with the employee to discuss the grievance and shall respond with a decision, in writing, within four (4) days. If possible, the grievance should be settled at this level.

B. First Appeal

When a grievance is presented, the burden of proof rests on the appealing employee to show that the action complained of constitutes unfair treatment. If a grievance is not settled to the satisfaction of the employee by the department head, the employee may present the grievance to the City Administrator in the form of a signed letter, within seven (7) days of the receipt of the decision of the employee's department head. The grievance shall then be discussed by the employee, the department head, and the City Administrator in an attempt to resolve the matter. The City Administrator shall notify the employee, in writing, of the decision within seven (7) days of the receipt of the grievance.

C. Appeal to the City Personnel Board

An employee shall have the right to appeal his or her grievance from the decision of the City Administrator to the City Personnel Board no later than ten (10) days after receiving the City Administrator's decision. The Personnel Board will conduct a hearing on the employee's grievance and render a decision in writing, which decision shall be binding upon the appointment authority. The employee may be represented by anyone of the employee's choice. The Personnel Board has the power to administer oaths, subpoena witnesses and compel the production of pertinent records and books.

D. Failure to Act in Time Specified

Failure to present a grievance within the time period specified shall void the grievance and shall bar any further consideration of the grievance. Failure to appeal a grievance to the next step within the time specified shall act to settle the grievance and all further appeals shall be barred. Failure to answer within the time allowed shall allow the person filing the grievance to appeal to the next step.

E. Other Grievance Meetings

None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss and attempt to settle the issues involved.

F. Copies of Grievances

Copies of the grievance and the answers thereto at all steps in the procedure outlined above shall be submitted to the City Administrator as they occur.

G. Right to be Represented

If an employee is called upon to give oral testimony on his or her grievance, said employee shall have the right to be represented by any person of their choice if the employee so desires.

H. Fire and Police Departments Grievances

The grievance procedure of the Fire and Police Department shall be established by the Civil Service Commission. Any grievances not under the jurisdiction of the Civil Service Commission may be appealed to the City Personnel Board.

DRUG-FREE WORKPLACE ACT POLICY

A. Objective

1. It is the objective of the City of York to maintain a drug-free workplace for employees.

B. Scope of Problems

1. The use of illegal drugs and unauthorized controlled substances is a problem that takes a tremendous toll on individuals and their families.
2. The use of illegal drugs and unauthorized controlled substances by employees jeopardizes the safety and health of themselves, their co-workers and the public that rely on our services. Illegal drug use also results in decreased productivity and quality and increased medical expenses, absenteeism, tardiness, accidents and turnover.
3. It is the responsibility of the City to maintain a productive work force in a safe work environment and to preserve the quality of services provided by the City.

C. Policies on Possession Alcohol and Use of Illegal Drugs

1. Employees found to be involved in the use, manufacture, distribution, dispensing or possession of illegal drugs or unauthorized controlled substances while on City premises or in the course of conducting City business will be subject to disciplinary action up to and including termination.
2. Off-duty use of illegal drugs can also influence an individual's job performance. Employees must report to work in a fit condition for duty. Being under the influence of alcohol or drugs is prohibited and cause for disciplinary action. The City is concerned about alcohol and drug abuse as it affects job performance, the work environment, and as it undermines the public's confidence in the City.

D. Requirements of Employees

1. In accordance with the provision of the Drug Free Act of 1988, employees are required as a condition of employment to:
 - i. Abide by the terms of the City's drug-free workplace policies.
 - ii. Advise the employer within five (5) days of any criminal drug statute conviction for a violation that occurred on City premises or in the course of conducting City business.

E. Requirements for the Employer

1. In Accordance with the provision of the Drug-Free Workplace Act of 1988, employers are required to:
2. Establish a drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The policy of maintaining a drug-free workplace.
 - iii. Available drug counseling and rehabilitation.
 - iv. Penalties that may be imposed upon employees for drug abuse violation.
3. Provide a copy of the policy to each employee engaged in the performance of a federal contract.
4. Notify the employee engaged in the performance of a federal contract that as a condition of employment the employee will abide by the terms of the policy.

5. Notify the contracting agency within ten (10) days after receiving notice of any criminal drug statute conviction occurring in the workplace.
6. Impose a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a criminal drug statute occurring in the workplace.
7. Make a good faith effort to continue to maintain a drug free workplace.

F. Sanctions

1. Each contract awarded by a Federal Agency shall be subject to suspension, termination or debarment in accordance with the requirements of the Drug-Free Workplace Act of 1988 if it is determined that:
 2. The City has made a false certification.
 3. The City violates the certification by failing to carry out the requirements.
 4. Such a number of employees of the City have been convicted of violations of criminal drug statutes for violations in the workplace as to indicate that the City has failed to make a good faith effort to provide a drug-free workplace.

Disclaimer

This manual contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your department head.

Neither this manual, nor any other City document confers any contractual right either expressed or implied to remain in the City's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at-will with or without cause and without prior notice by the City, or you may resign, for any reason, at any time.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We will always try to inform you of any changes as they occur.

ACKNOWLEDGMENT FORM

I acknowledge receiving a copy of the City of York Personnel Manual. I understand that I must read it or have it read to me carefully. I understand this Manual supersedes all prior versions. I recognize that I must understand all of its rules, policies, terms, and conditions, and agree to abide by them, realizing that failure to do so may result in disciplinary action and/or termination. I understand that upon termination of my employment for any reason, I must return all City materials, property and equipment issued to me. I understand and agree that unless I am covered by the Civil Service Systems (which has its own set of statutes and regulations), my employment is terminable-at-will, so that both the City and I remain free to choose to end our work relationship at any time. Similarly, no City official has the authority to enter into an oral employment contract.

I understand nothing in this Manual in any way creates and express or implied contract of employment between the City and I, but rather is intended to foster a better working atmosphere while the employee/employer's relationship exists.

Employee's Signature

Date

Employee's Name (Printed)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

**SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2023**

Resolution No. 2023-18

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

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

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

Adopted this _____ day of _____, 2023 at York Nebraska.
(Month)

City Council/Village Board Members

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

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2023**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of York
(Check one box) (Print name of municipality)

hereby certifies that it:

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

Signature of Mayor Village Board Chairperson (Required)

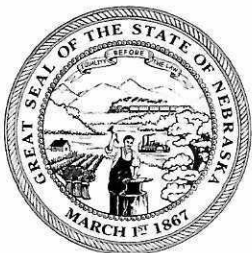
(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2023 to:

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



ORDINANCE NO. 2355

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF REAL ESTATE BY THE CITY OF YORK AND TO ESTABLISH THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. Pursuant to a Notice of public hearing that has been properly published to authorize the acquisition of real estate by the City of York, Nebraska as provided by Neb. Rev. Stat. §18-1755 (Reissue 2022) and a public hearing held upon said Notice before the York City Council, the Council hereby authorizes the acquisition of the following described real estate on behalf of the City of York which property is to be acquired and maintained for the purpose of future economic development, which real estate is legally described as follows:

Parcel 1:

West Half (W1/2) of the Southeast Quarter (SE1/4) West of the railroad right-of-way except that part within the City of York, and except Highway 34, in Section 25 Township 11 West of the 3rd P.M. in York County, Nebraska, consisting of approximately 60.89 acres. (the exact size and description to be determined by survey)

Parcel 2:

Approximately 57 acres South and East of Hwy 81, in York County, Nebraska. (the size and legal description of the parcel will be determined by the survey)

Parcel 3:

Approximately 82 acres North and West of Hwy 81, in York County, Nebraska. (the size and legal description of the parcel will be determined by the survey)

SECTION 2. The City of York, Nebraska is authorized to purchase the real estate described above from the owner for the sum of Two Million Two Hundred Thousand and no/100 Dollars and (\$2,200,000.00) for Parcels 1 and 2, and One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00) for Parcel 3.

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

SECTION 4. All ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED by the York City Council this _____ day of _____,
2023.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

ORDINANCE NO. 2356

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 | \$2.29 |
| | Usage Charge over 1,000,000 cubic feet | \$2.77 |
| (b) | The bi-monthly rates to be charged to users shall be determined by meter size, as follows: | |
| | Minimum per household | \$56.89 |
| | 5/8 and 3/4 inch | \$56.89 |
| | 1 inch | \$91.36 |
| | 1 ½ inch | \$238.43 |
| | 2 inch | \$404.10 |
| | 3 inch | \$825.21 |
| | 4 inch | \$1,526.54 |
| | 6 inch | \$2,977.20 |

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 _____ day of September, 2023.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2357

AN ORDINANCE TO AMEND A PORTION OF CHAPTER 16, GARBAGE AND TRASH, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Chapter 16, Garbage and Trash, be amended as follows:

Sec. 16-31 Rates for Use of Solid Waste Receiving Center:

The following rates shall be charged for receiving of garbage, junk, refuse, rubbish or solid waste at the York Area Solid Waste Agency and waste receiving center and any other approved disposal facility:

The following rates will be effective October 1, 2023:

Disposal Fees:

Minimum Charge (flat fee).....	\$15.00
MSW/Landfill Disposal, Per Ton.....	\$65.00
Trees and Yard Waste, Per Ton.....	\$40.00
Construction & Demolition Site; Per Ton	\$50.00
Special Waste, Per Ton.....	\$130.00
Concrete/Brick/Dirt, Per Ton.....	\$15.00
Appliances, Each.....	\$15.00
Mattress & Box Springs Surcharge, Each	\$20.00

Tires

Smaller than 17", Each.....	\$10.00
On Rim.....	\$20.00
18" to 24", Each.....	\$15.00
On Rim.....	\$30.00
25" and Larger, Each.....	\$30.00
On Rim.....	\$75.00

Conveyances not removed from the landfill site by the closing hour will be charged for the incremental time on site after the closing hour at the rate of one hundred (\$100.00) dollars per hour.

Conveyances not covered will be charged a fee equal to two (2) times the disposal rate.

Section 2. That said fees shall be in full force and effect October 1, 2023.

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

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

PASSED AND APPROVED this _____ day of September, 2023.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk