

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, September 21, 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 September 14, 2023
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the September 7, 2023 meeting
6. Claims of Elected Officials
  - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,238.41
  - 6.2. Claim for Stephen Postier of York County Development Corporation in the amount of \$250,000.00
7. Claims for the period of September 8 through September 21, 2023
8. Department Activities Reports for the month of August 2023
9. Approve Cash Balances for the month of August 2023
10. City Administrator Report
11. Resolution 2023-26 to honor Speaker Greg Adams and Senator Paul Lambert for their leadership in the passage of LB 357 in the Nebraska State Legislature
12. Approval of agreement between City of York and Fraternal Order of Police, York Lodge No. 31 for the period of September 25, 2023 through September 30, 2024
13. Approval of Agreement between the City and York Professional Firefighters Local 1648 for the period September 25, 2023 through September 30, 2025

14. Approval of a contract with AMGL to perform the City's annual audit for the 2022-2023 fiscal year for an amount not to exceed \$33,750 - the fee for the Single Audit (if required) will not exceed \$4,000 and the fee for the audit of the Kilgore Library Foundation will not exceed \$1,100
15. Consider approval of Task Order #44 with HDR Engineering for the YASWA FY 23/24 Annual Engineering Services, not to exceed \$64,000
16. Consider approval of a Sourcewell Contract with Midwest Turf & Irrigation for the purchase of an 11' Groundmaster 4000-D mower, price not to exceed \$90,547.00
17. Public hearing on preliminary and final plat:
  - 17.1. Preliminary and final plat for Skips 1st Subdivision to the City of York; a replat of Reetz 2nd Subdivision
18. Adjournment

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the documentary stamp tax. This property is sold "as is" and this sale is made without any warranties as to title or condition of the property.

If this sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid, or the purchase price if paid by the Purchaser. The Purchaser shall have no further recourse against the Beneficiary, the Servicer for the Beneficiary, the Trustor, the Trustee, or the Beneficiary's/Trustee's/Service's Attorney. If you are a bidder other than the Beneficiary, and you choose to enter a bid at this sale, you are accepting the terms of this sale without recourse as outlined in this Notice of Sale.

Pinnacle Bank, Trustee  
By: Camille R. Hawk Attorney at Law (#20395) For Walentine O'Toole, LLP  
11240 Davenport Street, P.O. Box 540125 Omaha, NE 68154 (402) 330-6300 chawk  
@walentineotoole.com  
Its Attorneys  
August 24, 31, September 7, 14, 21 ZNEZ

NOTICE OF TRUSTEE'S SALE  
Re: 5100.0025 TO WHOM IT MAY CONCERN:

You are hereby notified that the following-described properties will be sold by Pinnacle Bank, Trustee, at public auction to the highest bidder at Lower Level of the York County Courthouse, 510 Lincoln Ave, York, Nebraska on October 5, 2023 at 10:00 A.M.:

The South Half (S1/2) of Lots Thirteen (13) and Fourteen (14), in Block Five (5), Academy Addition to the City of York, in York County, Nebraska

Commonly known as 522 N. College Ave., York, NE 68467

The highest bidder will deposit with the Trustee, at the time of the sale, a personal or cashier's check in the amount of \$5,000.00, with the full purchase price, in certified funds, to be received by the Trustee by 5:00 p.m. on the day of the sale, except this requirement is waived when the highest bidder is the Beneficiary. The Purchaser shall be responsible for all prior liens, all applicable fees, and all taxes, including the documentary stamp tax. This property is sold "as is" and this sale is made without any warranties as to title or condition

of the property.  
entitled only to a return of the deposit paid, or the purchase price if paid by the Purchaser. The Purchaser shall have no further recourse against the Beneficiary, the Servicer for the Beneficiary, the Trustor, the Trustee, or the Beneficiary's/Trustee's/Service's Attorney. If you are a bidder other than the Beneficiary, and you choose to enter a bid at this sale, you are accepting the terms of this sale without recourse as outlined in this Notice of Sale.

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Commonly known as 652 W. 5th St., York, NE 68467

The highest bidder will deposit with the Trustee, at the time of the sale, a personal or cashier's check in the amount of \$5,000.00, with the full purchase price, in certified funds, to be received by the Trustee by 5:00 p.m. on the day of the sale, except this requirement is waived when the highest bidder is the Beneficiary. The Purchaser shall be responsible for all prior liens, all applicable fees, and all taxes, including the documentary stamp tax. This property is sold "as is" and this sale is made without any warranties as to title or condition of the property.

If this sale is set aside for any reason, the Purchaser at the sale shall be

entitled only to a return of the deposit paid, or the purchase price if paid by the Purchaser. The Purchaser shall have no further recourse against the Beneficiary, the Servicer for the Beneficiary, the Trustor, the Trustee, or the Beneficiary's/Trustee's/Service's Attorney. If you are a bidder other than the Beneficiary, and you choose to enter a bid at this sale, you are accepting the terms of this sale without recourse as outlined in this Notice of Sale.

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tracted Services 144.00; Computer Information Concepts Fees 20,761.00; Cornhusker Cleaning Supplies 44.95; Cornhusker International Supplies 264.43; Culligan Rental 66.50; Decker Inc. Supplies 115.89; Eakes Supplies 477.07; EMC Insurance Premiums 56,209.77; Empire Netting & Fence Prof/Tech Services 2,535.00; Escalera, Marilyn Contracted Services 64.00; ESU 4 Fees 18,000.00; ESU 6 Fees /Repairs 4,233.62; Evan-Moor Supplies 29.99; Fastenal Supplies 77.27; Father Flanagan's Boys' Town Pupil Services 8,488.80; Friesen, Cori Mileage Reimb. 209.60; FunShine Express Supplies 3,020.55; GNS Dues 250.00; Gonnerman, Debra Contracted Services 64.00; Grand Central Foods Supplies 116.81; Grijalva, Andrea Tuition /Mileage 1,464.76; Henry Schein Supplies 1,133.28; Home Depot Pro Supplies 3,774.26; Hometown Leasing Copier Lease 3,246.92; Houghton Mifflin Supplies 347.54; Imagine Learning Fees 15,000.00; Jensen Lumber Supplies 24.52; JW Pepper Supplies 259.69; Klein, Chelsey Mileage Reimb. 57.71; Kopchos Garbage Hauling 1,317.50; KSB School Law Legal Services 1,870.00; Laura Cole, PC Prof/Tech Services 1,360.00; Lincoln Creek Electric Prof/Tech Services 480.09; Lincoln Journal-Star Advertising 148.31; Literacy Resources Supplies 99.00; Little Cubs Registrations 40.00; Lunchtime Solutions BTS Breakfast/Milk 513.43; MARC Supplies 3,019.40; Mathcounts Fees 90.00; Matheson Supplies 135.40; McCormick's Heating & AC Prof/Tech Services 16,071.96; McGraw Hill Supplies 2,059.43; McKenzie, Paige Contracted Services 144.00; Midwest Auto Parts Supplies 321.28; Miller Seed Supplies 380.99; NACIA Dues 40.00; NASB ALICAP Workers Comp 34,480.00; Nebraska Association of School Board Dues/Registrations 574.00; Nebraska Bounce Misc. 1,180.00; Nebraska Central Equipment Supplies 526.52; Nebraska Dept of Education Registrations 125.00; Nebraska ESU Coop Purchasing Fees 4.50; Nebraska Public Power Dist Electrical Service 21,742.41; Nebraska Safety Center Registrations 1,430.00; North Printing & Office Supply Supplies 598.01; Omaha Truck Center Supplies 549.63; One Source Fees 5.00; O'Reilly Auto Parts Supplies 84.90; Orkin Prof/Tech Services 23,790.00; Papi-neau, Tonya Mileage Reimb. 153.41; Parents As

Teachers Registrations 1,125.00; Perry, Abbie Tuition Reimb. 660.00; Pieper's Inc. Supplies 397.40; Pinneo, Crystal Contracted Services 64.00; Pinneo, Desiree Contracted Services 64.00; Pizza Hut Misc. 37.00; Presto-X Company Exterminating Fee 367.25; Rippe, Alexandria Contracted Services 112.00; Sam's Club Supplies 405.50; Shaffer Communications Supplies 23.00; Slack Auto Supply Supplies 434.11; Software Unlimited Fees 4,300.00; STANCE Dues 250.00; STEM Education Works Supplies 66,747.00; STRIV, Inc. Fees 4,670.00; TK Elevator Corporation Prof/Tech Services 218.85; Trafera Computer Services 2,032.00; Trane U.S. Inc. Prof/Tech Services 200.00; Unite Private Networks Data Services 327.38; US Omni & TSACG Fees 27.17; Wal-Mart Supplies 215.63; WEX Bank Fuel 121.17; Windstream Phone Service 1,420.49; WoodRiver Energy Natural Gas 2,607.56; YHS Activity Fund Supplies 30.00; YHS Lunch Reimb. 703.80; York Ace Hardware Supplies 1,445.13; York Elementary Schools Preschool Meals 989.20; York General Hospital Rent/OT-PT Services 12,970.77; ; ; August Employee Earnings 804,683.17; Prepaid Checks; FACTS Education Solutions Registrations 90.00; North Printing & Office Supplies 3,493.00; Omaha Truck Center Repairs/Supplies 3,122.15; Stuppy, Inc. Supplies 1,092.88; Trafera Computer Equipment 25,000.00; Truck Center Companies Bus Purchase 98,350.00; WyeBot Inc. Computer Equipment 2,448.00; YHS Activity Fund Transfer 45,000.00; York County Treasurer Title Fee 10.00; York Public Schools Special Bldg Transfer 30,000.00; YPS Depreciation Transfer 298,500.00 September 14 ZNEZ

CLINCH LAW FIRM, LLC  
NOTICE  
IN THE COUNTY COURT OF YORK COUNTY, NEBRASKA  
Estate of Maleta J. Novak-Bankenstein, Deceased  
Estate Case No. PR. 23-76  
Notice is hereby given that on September 1, 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 David Novak, whose address is 1607 W 236th Street, Sheridan, IN 46069, was informally ap-

pointed by the Registrar as Personal Representative of the Estate. Creditors of this Estate must file their claims with this Court on or before November 7th, 2023 or be forever barred.

/s/Allison C. O'Neill Clerk of the County Court 510 Lincoln Avenue York, NE 68467  
Jerry D. Clinch, #25651 Clinch Law Firm, LLC Attorney for Personal Representative 209 E. 6th Street P.O. Box 586 York, NE 68467  
jerry.clinchlwfirm@gmail.com (402)908-5699  
September 7, 14, 21 ZNEZ

ANGLE, MURPHY & CAMPBELL, P.C., L.L.O. Attorneys at Law  
NOTICE OF ORGANIZATION  
NOTICE IS HEREBY GIVEN that MELANIE WILKINSON, LLC, a Limited Liability Company was formed pursuant to the Nebraska Uniform Limited Liability Company Act as follows:  
1.The name of the Limited Liability Company is MELANIE WILKINSON, LLC.  
2.The street and mailing address of the initial designated office is 120Nebraska Ave., York, Nebraska 68467.  
3.The name and mailing address of the registered agent for service of process for the Company is Melanie Wilkinson, 120 Nebraska Ave., York, Nebraska 68467.  
4.The affairs of the Company shall be conducted by its Manager, Melanie Wilkinson.  
Michael J. Murphy, Attorney  
ANGLE, MURPHY & CAMPBELL, P.C., L.L.O. 617 N. Grant Avenue P.O. Box 584 York, NE 68467 (402) 362-7725  
September 14, 21, 28 ZNEZ

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, September 21, 2023 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk. Amanda Ring, City Clerk  
September 14 ZNEZ

NOTICE OF PUBLIC MEETING  
The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, September 21, 2023, at 7:00 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continuously current, shall be readily available for public inspection at the same address, during normal business hours. September 14 ZNEZ

NOTICE OF BUDGET HEARING, BOARD OF COMMISSIONERS and BOARD OF EQUALIZATION MEETINGS  
NOTICE IS HEREBY GIVEN, the regular board meeting of the York County Board of Commissioners will commence immediately upon adjournment of the preceding budget hearing which will begin at 8:30 a.m. on September 19, 2023, and continue until all attendee testimony has concluded.  
The York County Board of Commissioners will meet on Tuesday, September 19, 2023 at the Board of Equalization following the Board of Commissioners meeting.

All meetings are held on the main floor of the Courthouse, in the County Commissioners Room, and are open to the public. Agendas for such meetings, kept continuously current, are available for public inspection at the office of the County Clerk; however, the Board may modify the agendas at such meetings. (View agenda on York County web site www.yorkcounty.ne.gov)  
Kelly Turner  
County Clerk  
York County, Nebraska  
September 14 ZNEZ

ANGLE, MURPHY & CAMPBELL, P.C., L.L.O. Attorneys at Law  
NOTICE OF ORGANIZATION  
NOTICE IS HEREBY GIVEN that TRAMIC, LLC, a Limited Liability Company was formed pursuant to the Nebraska Uniform Limited Liability Company Act as follows:  
1.The name of the Limited Liability Company is TRAMIC, LLC.  
2.The street and mailing address of the initial designated office is 236 N. 3rdAve., McCool Junction, Nebraska 68401.  
3.The name and mailing address of the registered agent for service of process for the Company is Jolene DeLong, 236 N. 3rd Ave., McCool Junction, Nebraska 68401.  
4.The affairs of the Company shall be conducted by its Manager, Jolene DeLong.  
Michael J. Murphy, Attorney  
ANGLE, MURPHY & CAMPBELL, P.C., L.L.O. 617 N. Grant Avenue P.O. Box 584 York, NE 68467 (402) 362-7725  
September 14, 21, 28 ZNEZ

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**Need Your SPACE?**  
*Declutter With*  
**The Classifieds!**

TECHNOLOGY | REVIEWS



SwitchBot gadgets alert you to conditions in real time

GREGG ELLMAN  
Tribune News Service

SwitchBot's wireless Indoor/Outdoor Thermo-Hygrometer sets up in seconds with an accompanying app to bring your actual weather conditions to your smartphone in actual time.  
After the quick setup, the wireless hygrometer thermometer can be placed just about anywhere indoors or outdoors (IP65 rated) to monitor the temperature, humidity and other conditions.  
In the midst of a brutal Texas heat wave, I would say the reading of 106 F it displayed for the outside was very accurate. And with the same accuracy when I had it inside, it read 70 F in my office.

Inside is a high-precision Swiss Sensirion sensor, providing pinpoint accuracy. It refreshes temperature and humidity data every four seconds.  
Uses for the portable Thermo-Hygrometer depend on where you want or need it. It could be especially helpful in rooms where the climate's consistency is critical. That could be a baby's room (or any bedroom, for that matter), rooms where pets sleep, indoor gardens or a wine cellar.  
When you place it in a specific location, you can set desired conditions for the space. If a room exceeds a preselected setting, the device will send a push notification.  
Other readings on the app dashboard include relative humidity, absolute humidity, dew

point and the vapor-pressure deficit.  
I had no idea what the vapor-pressure deficit was, so a quick Google search showed the "VPD is the difference (deficit) between the amount of moisture in the air and how much moisture the air can hold when it is saturated. Once air becomes saturated, water will condense out to form clouds, dew or films of water over leaves."  
A chart keeps track of the temperature readings by the hour, day, week, month and year.  
The app also has other settings to customize for specific rooms or locations.  
The temperature can be displayed in Fahrenheit or Celsius, which is changed within the SwitchBot app's preferences.

Among the other customizable preferences are language, humidity type and notifications.  
The compact (2.4-by-1.1-by-0.8-inch) device is \$14.99 at Amazon. It's powered by two AAA batteries; an email notification will alert you when the power is getting low. SwitchBot rates the batteries to last for up to two years.  
The wireless range is listed as 394 feet. A lanyard is included and attached to the corner for hanging the Wireless Hygrometer Thermometer most anywhere.  
Another easy-to-use weath-

er-reading gadget from the SwitchBot ecosystem is the Thermometer and Hygrometer Plus. The SwitchBot Thermometer Hygrometer (\$24.99 at Amazon) measures 3.1-by-2.5-by-0.85 inches. It has a 3-inch display for the room temperature in Fahrenheit or Celsius, and humidity.  
A foldout stand is great for keeping it on a flat surface. Or use the magnetic backing for attaching it to a metal surface. A 3M metal plate with a self-sticking backing is also included.  
It's powered by two AAA batteries, which should last about a year. It connects to the SwitchBot app with Bluetooth and also has a 394-foot range.  
Once paired with the app it reads and displays temperature, relative humidity, absolute humidity, dew point and VPD.  
It can be configured with specific ranges for the rooms it stays in, and it will alert you if the temperature or humidity falls out of range. Or, if you desire, set it to keep you up to date with real-time notifications.  
Inside is the advanced Swiss-made sensor, which keeps the temperature and humidity readings accurate to ffl0.4 F and ffl3% relative humidity. It refreshed the data every four seconds to capture instant environment changes.  
Both devices work with Alexa, Google Assistant, Siri and other smart phone services by adding a SwitchBot Hub. System compatibility for both are iOS 11 and Android OS 5.0 and above.



**REGULAR MEETING**  
**CITY COUNCIL – YORK, NEBRASKA**  
**September 7, 2023**  
**5:15 PM**

A meeting of the Mayor and City Council as the Community Development Agency of the City of York, Nebraska, was convened in open and public session at 5:15 o'clock p.m. in the Council Chambers.

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

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

Resolution 2023-20 Redevelopment Plan

**RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF YORK, NEBRASKA; MAKING FINDINGS RELATED TO THE REDEVELOPMENT PLAN; AND APPROVAL OF RELATED ACTIONS**

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

**Recitals:**

- a. The Mayor and Council of the City of York, Nebraska (the “City”), upon the recommendation of the Planning Commission of the City of York, Nebraska (the “Planning Commission”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “Redevelopment Project Area”) to be blighted and substandard and in need of redevelopment; and
- b. The Community Development Agency of York, Nebraska (the “Agency”) has prepared a general redevelopment plan (the “Redevelopment Plan”) for the Redevelopment Area in the form attached hereto as **Exhibit B**; and
- c. Pursuant to §18-2112 of the Act, the Agency, prior to recommending the Redevelopment Plan to the City, has referred the Redevelopment Plan to the Planning Commission of the City for a public hearing pursuant to the Act and for its review and recommendation as to its conformity to the general plan for the development of the City as a whole and has received the recommendation from the Planning Commission;
- d. The Agency has made certain findings and has determined that it is in the best interests of the Agency and the City to approve the Redevelopment Plan and approve the transactions contemplated by the Redevelopment Plan.

**Resolved that:**

1. The Agency determines that the proposed land uses and building requirements in the Redevelopment Plan for the Redevelopment Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight.
2. The Redevelopment Plan does not presently provide for a division of real estate taxes pursuant to Section 18-2147 of the Act for a redevelopment project. Therefore, the Agency has not prepared a cost benefit analysis pursuant to Section 18-2113 of the Act.
3. The Agency recommends approval of the Redevelopment Plan and the transactions contemplated in the Redevelopment Plan.
4. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are repealed to the extent of such conflicts.
5. This Resolution shall become effective immediately upon its adoption.

Motion to approve Resolution 2023-20 with the Community Development Agency of York, Nebraska recommending the approval of a redevelopment plan of the City of York, making findings related to the redevelopment plan and approval of related actions. Ayes with a motion by Jeff Pieper and a second by Matt Wagner. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper:

Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

#### Adjourn as Community Development Agency

The Mayor adjourned the meeting of the Community Development Agency at 5:16 o'clock p.m.

#### Convene as City Council

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.

Notice of this meeting was given in advance thereof by publication in the York News Times on August 31, 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 August 31, 2023 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

#### Claims of Elected Officials

Motion to approve the claim for Tony North with North Printing and Office Supply in the amount of \$1,349.66. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict).

Motion to approve the claim of Jeff Pieper with Pieper's Inc. in the amount of \$687.90. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

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

#### Claims

Motion to approve the claims for August 18, 2023 through September 7, 2023. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

#### City Administrator Report

Dr. Sue Crawford and Deb Robertson, both shared with the Council about the new display, Ukraine: War and Resistance, that is at the library. There are 41 photos taken by Fulbright Scholars from their time spent in Ukraine. This collection of photos was displayed in Ukraine, at Creighton University, and now the Kilgore Memorial Library is lucky to be displaying it as well. There are also photos showing Creighton professors in Poland working with refugee children from Ukraine. There will be an open house on September 22 for this display and a speaker from the project will share their personal experience via Zoom.

#### General Redevelopment Plan

Bobbi Pettit with Five Rule Rural Planning presented to the City Council the General Redevelopment Plan for the Proposed Amendment A to Redevelopment Area 4 and Proposed Redevelopment Areas 9 and 10. The plan consists of existing land uses, condition of real property and proposed future land use. Then it details activities that can happen for redevelopment; the purpose of a redevelopment contract and the workforce housing incentive plan as an appendix, since that qualifies for tax increment financing projects. She explained that this was not approving a specific project. Projects will come before the Planning Commission and the City Council and then will be added as an amendment to the redevelopment plan. The Council thanked Bobbi for all of her work on this project.

Public Hearing for General Redevelopment Plan

The Mayor stated this was the time and place to hold a public hearing regarding approval of a general redevelopment plan for Proposed Amendment A to Redevelopment Area 4 and Proposed Redevelopment Areas 9 and 10. There was no public comment.

Resolution 2023-21 – General Redevelopment Plan

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA, APPROVING THE CITY OF YORK GENERAL REDEVELOPMENT PLAN AND APPROVAL OF RELATED ACTIONS**

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

**Recitals:**

a. The Mayor and Council of the City of York, Nebraska (the “City”), upon the recommendation of the City Planning Commission (the “Planning Commission”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), has previously declared an area, including an area legally described on the attached **Exhibit A** (the “Redevelopment Area”), to be blighted and substandard and in need of redevelopment; and

b. The Community Development Agency of York, Nebraska (the “Agency”) has prepared a redevelopment plan (the “Redevelopment Plan”) a copy of which is attached hereto as **Exhibit B**; and

c. The Agency submitted the Redevelopment Plan to the Planning Commission for its recommendation on the Redevelopment Plan after holding a public hearing in compliance with the provisions of the Act; and

d. The Planning Commission has reviewed the Redevelopment Plan, held a public hearing thereon and recommended its approval by the Mayor and Council of the City;

e. The Agency has recommended approval of the Redevelopment Plan by the Mayor and Council of the City;

f. The City, in compliance with all public notice requirements imposed by the Act, published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan and received extensive public comment thereon; and

h. The City Council has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

**Resolved that:**

1. The Redevelopment Plan is determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. Section 18-2102 of the Act establishes the legislative declarations and determinations for the Act. The Redevelopment Plan clearly demonstrates that the criteria declarations have been satisfied. The Redevelopment Area (the “Site”) constitutes an economically and socially undesirable land use in its current state. The Site contains numerous buildings and infrastructure in a state of deterioration and is not properly subdivided. The Site is not designed for proper utilization, is undesirable for economic and social purposes and constitutes a barrier to the sound growth of the City. Given the foregoing, the conditions of the Site are beyond the remedy and control of normal regulatory processes and police power and due to the high cost of development and cannot be dealt with effectively by the ordinary operations of private enterprise. Further documentation of these findings is set forth in **Exhibit B**.

The City Council acknowledges receipt of the recommendations of the Agency and the Planning Commission with respect to the Redevelopment Plan.

2. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

3. This Resolution shall become effective immediately upon its adoption.

Motion to approve Resolution 2023-21 to approve the City of York General Redevelopment Plan and approval of related actions. Ayes with a motion by Matt Wagner and a second by Stephen Postier. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Resolution 2023-24 – Declaring Surplus Property

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

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

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

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

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

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

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

**EXHIBIT A**

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
307	2003	Ford Utility Van	Comm Center	\$1000	1FTRE14W73HA80657
354	1990	GM Truck	Parks	\$500	1GTDC14H71Z537656
-	-	Precor Elliptical	Comm Center	\$200	A928B22O70020

Motion to approve Resolution 2023-24 declaring certain City property surplus and authorizing disposition of surplus property. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

**York Municipal Airport Farm Lease 2024-2026**

Motion to approve the bid from AK Hay (Alex Kimmerling and Andrea Dey) for the York Municipal Airport farm ground for a three-year lease in the amount of \$77,100.00 annually; October 1, 2023 through September 30, 2026. Ayes with a motion by Jennifer Sheppard and a second by Jeff Pieper. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

**YCDC to administer the Nebraska Rural Workforce Housing Fund Grant**

Councilmember North stated this contract was for YCDC to maintain these funds for the Workforce Housing Grant that has been awarded. Motion to approve the agreement with York County Development Corporation to administer the Nebraska Rural Workforce Housing Fund Grant with the City to contribute \$250,000.00 for the community match requirement. Ayes with a motion by Scott Van Esch and a second by Vicki Northrop. Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

**Increase Base of Restricted Funds by additional one-percent (1%)**

Motion to approve increasing the base of restricted funds by an additional one-percent (1%) for the 2023-2024 fiscal year. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

**Approve 2023-2024 Budget**

**Resolution 2023-22 – Amend Preliminary Property Tax Rate**

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

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

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

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

Motion to approve Resolution 2023-22 to amend the property tax rate as certified by the York County Clerk. Ayes with a motion by Scott Van Esch and a second by Stephen Postier. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

#### Resolution 2023-23 – Property Tax Request

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that Governing Body of the City of York pass by a majority vote a resolution setting the tax request; and

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

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

- 1) The 2023-2024 property tax request be set  
General Fund: \$ 1,950,822.49  
Bond Fund: \$ 0.00
- 2) The total assessed value of property differs from last year's total assessed value by 6.99 percent.
- 3) The tax rate which would levy the same amount of property taxes as last year, when multiplied by new total assessed value of property, would be \$0.289737 per \$100 of assessed value.
- 4) The City of York proposes to adopt a property tax request that will cause its tax rate to be 0.285 of \$100 of assessed value.
- 5) Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of York will increase last year's budget by 4.48 percent.
- 6) A copy of this resolution will be certified and forwarded to the County Clerk on or before October 15, 2023.

Motion to approve Resolution 2023-23 to set the property tax rate at .285. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

#### Ordinance No. 2358 – Annual Appropriation Bill

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

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2358. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Tony North and a second by Vicki Northrop. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Motion to approve Ordinance No. 2358 to adopt the budget statement to be termed the Annual Appropriation Bill for the 2023-2024 fiscal year. Ayes with a motion by Jennifer Sheppard and a second by Matt Wagner. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

#### Second Reading: Ordinance No. 2356 - Prescribing Sewer Rates

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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2356. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of

said Ordinance on its second and third readings. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Motion to approve Ordinance No. 2356 to amend portions of Chapter 37, prescribing sewer rates. Ayes with a motion by Scott Van Esch and a second by Tony North. Jennifer Sheppard: Nay, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Second Reading: Ordinance No. 2357 - Prescribing Landfill Rates

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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2357. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Motion to approve Ordinance No. 2357, to amend a portion of Chapter 16, rates for use of solid waste receiving center, effective October 1, 2023. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Resolution 2023-25 – Job Classification/Pay Grades

BE IT RESOLVED that the Mayor and City Council of the City of York, Nebraska, hereby fix and prescribe job classifications, pay grades and set maximum wage levels at step 7 of the Pay Range Schedule to become effective on September 25, 2023, pursuant to authority granted in Ordinance No. 2359 of the City of York. BE IT FURTHER RESOLVED that the 2023-2024 Budget include funds required to defray these salary adjustments.

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

(\*denotes exempt employee) (NOTE: Part-time positions previously listed will be moved to the new part-time pay scale effective 1/1/2024)

Motion to approve Resolution 2023-25 to set job classifications, pay-grade and set maximum wage levels at step 7 of the pay range schedule. Ayes with a motion by Scott Van Esch and a second by Jeff Pieper. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

#### Ordinance No. 2359 – Pay Range Schedule

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

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2359. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Motion to approve Ordinance No. 2359 amending a portion of Section 2, Chapter 2, Administration of the York Municipal Code and adopt the new pay range schedule. Ayes with a motion by Jennifer Sheppard and a second by Vicki Northrop. Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

#### Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:57 o'clock p.m.

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Amanda Ring, City Clerk

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Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	INVOICES	NO#	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	2	2	21,822.59	N			
01-00090	THE HOME DEPOT PRO	2	2	300.96	N			
01-00100	NE MUNICIPAL CLERKS' ASSN	1	1	150.00	N			
01-00110	MATHESON TRI-GAS	3	3	217.78	N			
01-00120	JACKSON SERVICES INC	10	10	642.30	N			
01-00150	MISSIONSQUARE RETIREMENT	2	2	783.54	N			
01-00200	NEBRASKA MACHINERY CO	14	14	2,374.70	N			
01-00290	NORTH PRINTING & OFFICE S	9	9	1,238.41	N			
01-00340	BOUND TREE MEDICAL LLC	4	4	1,205.19	N			
01-00360	CITY OF YORK	4	4	6,163.21	N			
01-00540	GLOBAL TECH, INC.	7	7	7,924.23	N			
01-00620	ROY NICKELS	1	1	84.20	N			
01-00640	NEBRASKA PUBLIC POWER DIS	1	1	38,372.27	N			
01-00680	NE DEPT. OF AERONAUTICS	1	1	543.33	N			
01-00710	OVERLAND SAND & GRAVEL	2	2	1,726.92	N			
01-00780	PRESTO X COMPANY	9	9	459.20	N			
01-00800	BURST, LLC	19	19	1,241.72	N			
01-00960	GRAINGER	4	4	1,684.13	N			
01-01090	BAKER & TAYLOR, INC	2	2	93.42	N			
01-01290	GRAND CENTRAL FOODS, INC.	6	6	347.90	N			
01-01330	JLC, INCORPORATED	3	3	254.36	N			
01-01340	KOPCHOS SANITATION, INC	9	9	1,190.00	N			
01-01420	NE CHILD SUPPORT PAYMENT	1	1	259.04	N			
01-0145	ANTHONY BESTWICK	1	1	16.03	N			
01-01470	SERVI-TECH LABORATORIES	3	3	294.00	N			
01-01490	NE DEPT OF REVENUE	2	2	9,489.29	N			
01-01640	INTERNAL REVENUE SERVICE	4	4	52,221.69	N			

*City Hall / Water + WPTD departments  
 Police + Complex*

SORTED BY VENDOR

VENDOR	NAME	NO#	TOTAL AMOUNT	G/L	ACCT NO#	G/L	NAME	G/L	AMOUNT
01-01650	UNION BANK	7	31,602.42	N					
01-01750	NEBRASKA PUBLIC HEALTH EN	1	2,956.00	N					
01-01840	CORNERSTONE BANK	1	95.00	N					
01-01980	SAHLING KENWORTH INC	1	29.85	N					
01-02060	NE DEPT OF ENVIRONMENT &	1	150.00	N					
01-02080	TYLER TECHNOLOGIES - INCO	1	36,601.87	N					
01-02170	MIDWEST TURF & IRRIGATION	2	717.39	N					
01-02210	NE DOOR & WINDOW LLC YORK	1	842.38	N					
01-02230	MCCORMICK HEATING & AC	3	528.22	N					
01-02250	MILLER SEED & SUPPLY CO	6	1,599.58	N					
01-02560	CITYSERVICEVALCON LLC	1	25.26	N					
01-02650	O'REILLY AUTO PARTS	3	18.48	N					
01-02900	DENT PULR, LLC.	1	1,338.00	Y					
01-03240	YORK COUNTY DEVELOPMENT C	1	250,000.00	N					
01-0357	BRETT SORENSEN	1	78.47	N					
01-04050	GALLS INCORPORATED	2	91.94	N					
01-04190	YORK ANIMAL CLINIC	1	47.70	N					
01-04240	NE DEPT OF REVENUE	4	76.73	N					
01-04690	NWEA	1	115.00	N					
01-04790	AMERICAN WATER WORKS ASSO	1	348.00	N					
01-05130	JCI INDUSTRIES, INC	1	811.05	N					
01-05310	SAPP BROTHERS PETROLEUM,	3	6,962.09	N					
01-05690	GENERAL TRAFFIC CONTROLS,	1	730.00	N					
01-06630	FASTENAL	1	299.83	N					
01-06970	NISSEN ELECTRIC	1	243.75	Y					
01-08290	POLLARDWATER.COM	1	317.70	N					
01-09090	WINDSTREAM	2	314.07	N					

*approved maint.*

*- administration for Housing Fund Grant*

*- samples - supplies*

*- Museum*

SORTED BY VENDOR

VENDOR	NAME	NO#	TOTAL AMOUNT	G/L	ACCT NO#	G/L	NAME	G/L	AMOUNT
01-09110	HY-TEC AUTO SERVICE	3	792.01	N					
01-1	MISCELLANEOUS VENDOR	1	925.00	N					
01-10840	TOTAL ADMINISTRATIVE SERV	2	3,721.24	N					
01-10880	RASMUSSEN MECHANICAL SERV	1	1,323.60	N					
01-11010	VERIZON	1	1,113.97	N					
01-11190	MEAD LUMBER & RENTAL	2	213.45	N					
01-14470	FARMERS COOPERATIVE	1	612.24	N					
01-14820	CHRIS MULINIX	1	75.00	Y					
01-15060	JONES AUTOMOTIVE INC	1	54.00	Y					
01-15280	ERICK BREKKE	1	198.14	N					
01-15560	TRUCK CENTER	1	11.21	N					
01-15670	HOA SOLUTIONS INC	1	450.00	N					
01-15900	ARAMARK UNIFORM SERVICE	3	801.88	N					
01-15940	MED-TECH RESOURCE INC	2	259.58	N					
01-15980	HDR ENGINEERING INC	2	4,247.12	N					
01-16290	MICHAELA STUHR	1	49.97	N					
01-16710	ONE CALL CONCEPTS INC	1	417.80	N					
01-16900	AQUA-CHEM INC	2	1,556.79	N					
01-16930	BRUCE WAGNER	1	168.26	Y					
01-17960	WILLIAM LUNDY	1	150.00	Y					
01-18120	TERRI CARLSON	1	196.57	N					
01-19260	DITCH WITCH OF WEST TEXAS	1	7,123.56	N					
01-19370	NE TECHNOLOGY & TELECOMMU	2	138.66	N					
01-19960	GPM	1	560.00	Y					
01-21320	CULLIGAN	1	35.00	N					
01-22050	HEAVY METAL SUPPLY CO	1	499.56	N					
01-22100	SLACK AUTO SUPPLY LLC	2	22.16	N					

*- POOL MAINT.*

*WUTP - E&S MAINT SERVICE*

*Handbill*

*- Water - Rotor*

SORTED BY VENDOR

VENDOR	NAME	NO#	TOTAL AMOUNT	G/L	ACCT NO#	G/L	NAME	G/L
01-22200	KARESA NORQUEST	1	30.70	N				
01-22630	SUNSET LAW ENFORCEMENT	1	465.75	N				
01-22660	SPECTRUM ENTERPRISE	1	249.96	N				
01-22670	NATIONWIDE INS	1	400.00	N				
01-22700	SPECTRUM BUSINESS	1	11.21	N				
01-23060	ELECTRIC PUMP INC	2		N				
01-23350	YORK PUBLIC SCHOOLS	1	924.12	N				
01-23820	MACQUEEN EMERGENCY GROUP	1	3,078.16	N				
01-24090	AXIA PAYMENTS	1	323.56	N				
01-24100	GLOBAL PAYMENTS	1	455.83	N				
01-26230	BRANDT CARPET & TILE	1	274.00	N				
01-26330	QUICK MED CLAIMS	1	6,596.89	N				
01-26770	MATT GEORGES	2	400.00	Y				
01-26990	PINNACLE BANK	1	19,018.83	N				
01-27210	MIDWEST AUTO PARTS INC.	7	361.61	N				
01-27460	ESSENTIAL SCREENS	1	117.07	N				
01-27480	BRIAN ROWE	1	630.00	Y				
01-27570	LINCOLN CREEK ELECTRIC	1	370.66	Y				
01-28020	NEC COMMUNICATIONS AMERIC	1	2,166.49	N				
01-28030	JACOB STUTZMAN	1	133.28	Y				
01-28080	FIRST NATIONAL COMPANY	1	1,000.00	N				
01-28260	BOB ROBINSON	5	12,550.00	Y				
01-28510	LEE ENT ADVERTISING	2	377.44	N				
01-28540	AMAZON BUSINESS	6	263.53	N				
01-28820	MEGHAN SALSBURY	1	500.00	Y				
01-29050	RUSTIC DRY GOODS	2	138.39	N				
01-29140	CIVIC PLUS	1	4,500.00	N				

*credit 0*

*TIF - Nutrition service*

*Ellie - back ground checks  
 East Hill Restaurants*

*Will removal - street + parks*

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-29330	COLONIAL RESEARCH	1	388.02	N		
01-29500	AT & T MOBILITY	1	185.08	N		
01-29610	BENEFIT PLANS ADMINISTRAT	1	750.00	N		
01-29630	COREY PARSONS	1	75.00	Y		
01-29670	BRITTANY STEINER	1	88.18	Y		
01-29690	PAYMENTECH, LLC	1	3,355.04	N		
01-29830	STEPHANIE SCHROEDER	1	105.45	N		
01-29950	AMERICAN EXPRESS TRAVEL R	1	7.00	N		
01-29970	AUTO ZONE	4	317.01	N		
01-30150	CARRIE REMMERS	1	21.00	N		
01-30180	BAUER INFRASTRUCTURE LLC	1	367,827.93	Y		
01-30350	ROAD 3 AUTO BODY & SALES	2	5,417.76	Y		
01-30360	FIVE RULE	1	500.00	N		
01-30820	AMERICAN AMBULANCE ASSOCI	1	525.00	N		
*** REPORT TOTALS ***		278	948,657.91			

*CL file*

*- Street Body  
 - Hull damage  
 - Citywide inventory*

*Payroll \$175,034.17*

*\$1,183,692.08*

# DEPARTMENT REPORTS

AUGUST

2023

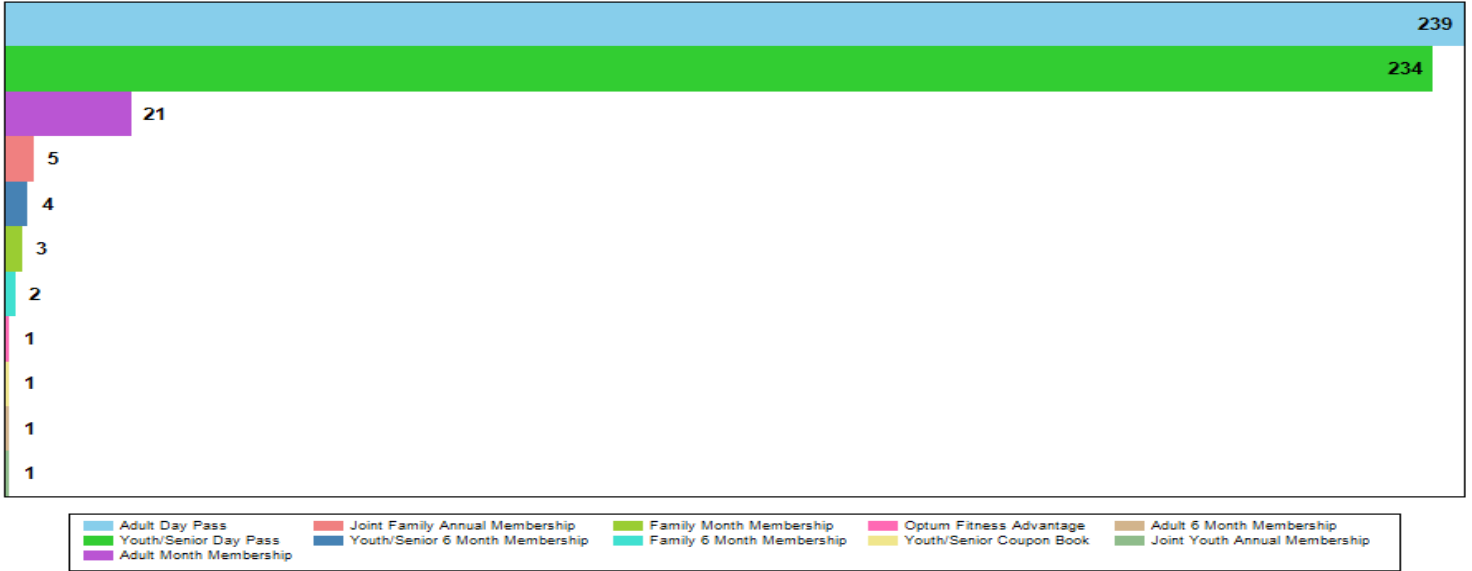
COMMUNITY CENTER  
FIRE  
KILGORE MEMORIAL LIBRARY  
POLICE  
PUBLIC WORKS

Community Center

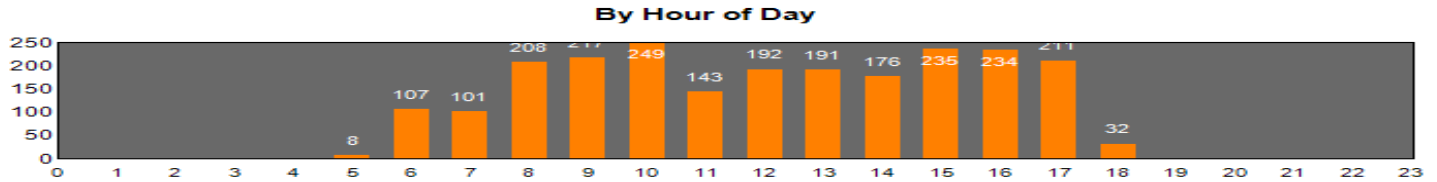
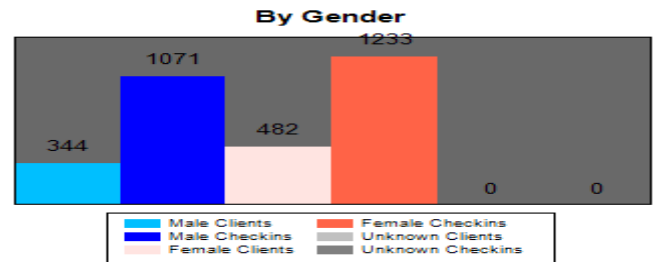
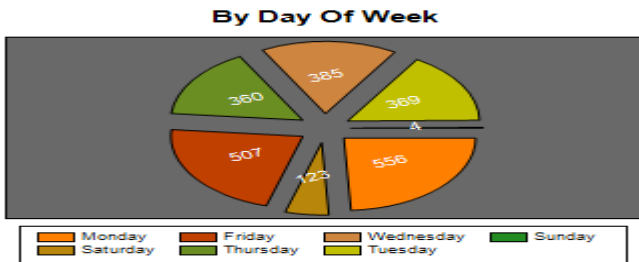
**Total Income (Unofficial): \$6,050.00**

	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 for August of 2023

The month of August was pretty busy with the York Fire Department. We had some standby events at the York County Fair that we had to send personnel to while running our calls. We ran 141 calls for service for the month of August. We ran 96 911 EMS calls for the month. 36 hospital-to-hospital transfers and 9 fire calls. There were 17 instances where we had 2 calls going at the same time and we had one triple where all 3 squads were out at the same time. Our shifts of 5 are working out very well in handling multiple calls as well as our volunteers coming in to support us. 5 of our fire calls were automatic fire alarms, we had one building fire with a loss of \$4,000, and the other 3 fire calls were miscellaneous with no losses.

As stated above we were busy doing standbys for the demo derby on Thursday night and the figure 8 race on the first weekend of August at the County Fair. On Saturday afternoon of the fair, we participated in the kiddie day at the fair. Our volunteers were also present during the afternoons to recruit some new volunteer members and junior firefighters for our department. This recruiting push has resulted in 5 firefighter applications and 2 junior firefighter applications. We are working through the application process now. On the 9<sup>th</sup> we had a meeting of the Trauma Committee at York General Hospital. There were no issues noted with our run reviews. On the 15<sup>th</sup> was a fundraiser at our local Pizza Hut for the new fire station. This was kind of a surprise to us. We did supply an engine for this for a couple of hours in the afternoon. I have not heard any results of this fundraiser.

Training for the month of August mostly dealt with firefighting. FF Rafert recently attended a Rapid Intervention Team training and I asked him to come up with a class that we can teach to our members and then reach out to our mutual aid partners to get them trained in this skill. So a RIT team responds to all larger alarms. How I see it working here in York County is we have a house fire. Our firefighters go interior to make an attack. A trained RIT is then designated at that scene to manage a firefighter emergency, an example of this would be someone who gets disoriented inside the building and needs help. This RIT is on standby at the scene and then would go interior to help the lost firefighter. It is a safety net at a fire scene. There are a lot of firefighter rescue techniques that these team members need to learn. The RIT training included some classroom and rescue evolutions. We did do an EMS class on the 8<sup>th</sup> for the use of self-drawn epinephrine for EMS settings. Taught by our own FF Slocum. FF Rafert took a Fire Marshal rope rescue class on the 19<sup>th</sup> and 20<sup>th</sup>. Our paramedic students started back to school at CCC in Grand Island. We have 1 second-year student and 2 first-year students. Our training total for the month was 191 hours.

Respectfully submitted,

  
York Fire Chief

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

1. The Kent Bedient Gallery is filled with the Fulbright display, Ukraine: War and Resistance.
2. 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!
3. The Community Leadership Book Club continues to meet the last Friday of each month. The next meeting of this group will be on Friday, September 29 at noon. We will be discussing *Dare to Lead* by Brene Brown. New members are always welcome to join our discussion!
4. We have successfully hired two new staff for the vacant positions we had last month. Nicholas Bethune is our new shelver and the new assistant in Youth Services is scheduled to join us in early October. There are still several seasonal help/Intern positions available if anyone you know is looking for flexible work feel free to refer them to the library.
5. The fall season for early childhood classes has started at the library. This fall we are offering Wednesday morning sessions for Little Picasso's where crafts and fun activities for our preschool patrons and their caregivers and Friday's at 10:30 am has the traditional Story Time for our young patrons and family's.
6. Lego Club has returned on Saturday morning from 10:00 until 11:00 each week.
7. Library staff and the Friends of the Library participated in several YorkFest events. The Friends sponsored and airbrush tattoo artist and a one-man circus act that was held in the Auditorium. Library staff hosted a station along the walking trail during Bike at Night where we were able to promote several library services to families.

Respectfully submitted by,



Debora Robertson  
Director, Kilgore  
Memorial Library

**LIBRARY DATA AT A GLANCE**

<b>Data Type</b>	<b>Oct 2022</b>	<b>Nov 2022</b>	<b>Dec 2022</b>	<b>Jan 2023</b>	<b>Feb 2023</b>	<b>March 2023</b>	<b>April 2023</b>	<b>May 2023</b>	<b>June 2023</b>	<b>July 2023</b>	<b>Aug 2023</b>	<b>Sept 2023</b>	<b>Year to Date</b>
Added to Physical Collections	235	310	383	194	243	272	287	189	335	357	359		<b>3164</b>
Added to E-Book Collections	379	355	474	712	505	562	273	607	580	321	568		<b>11105</b>
Physical item circulation	5,032	4,729	2,698	4,844	4,733	5,538	3,028	5,481	6,198	6,125	5,489		<b>53895</b>
E-books Circulations	1,405	1,427	1,447	1,629	1,555	1,758	1,675	1,952	1,862	2,055	1,971		<b>18736</b>
New Patrons	28	18	26	30	35	33	50	159	186	172	169		<b>1407</b>
Public Computer logins	675	538	480	595	553	783	682	584	688	704	613		<b>6895</b>
Door Count	3,051	2,811	2,592	2,905	2,929	2,894	3,020	2,874	4,036	3,522	2,825		<b>33459</b>
Website visits	2,216	1,852	1,569	1,909	1,795	1,916	2,260	1,688	1,501	1,436	1,339		<b>19481</b>
Meeting Room Use	1,258	301	209	300	483	813	521	440	1,576	356	248		<b>6505</b>

<b>Data Type</b>	<b>Total 2022</b>	<b>Total 2021</b>	<b>Total 2020</b>
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**

**August 2023**

**\*\*\*CFS = CALLS FOR SERVICE\*\*\***

Accidents calls in total . . . . .	28
Cases . . . . .	16
CFS only . . . . .	12
Property damage accidents . . . . .	20
Hit & run accidents . . . . .	5
Personal injury accidents (persons injured -4) . . . . .	3
Fatality accidents . . . . .	0
Number of vehicles involved in accidents . . . . .	52
Total Mileage patrolled . . . . .	11,532
(800-n/a: 801- 681; 802 -537; 803 -2882; 804 - 3342	
805 - n/a ; 806 - 2417; 809-- 1673)	
Total Calls for Service (CFS) . . . . .	884
Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health)	
<b>T-Citations -34; P-Citations - ;</b>	
<b>T-Warnings - 77; P-Warnings -7; A-Warnings -42; H-Warnings -</b>	
<b>P-Non-moving Violation-- 6 ; Defects— 2 ; H-Notifications --34 ;</b>	
<b>Verbal Warnings (all) -- 160 ;</b>	
Health/Vegetation CFS . . . . .	47
Animal/dog bite CFS . . . . .	71
Parking related CFS . . . . .	23
Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol,,hitchhiker) . . . . .	25
School checks . . . . .	27
Welfare Checks . . . . .	32
Alarms (Business/Residential) . . . . .	19
Traffic related CFS (Stops-Offenses-Mot. Asst- ) . . . . .	316
Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction). . . . .	12
HHS-Child Abuse/Neglect-Adult Protective Services . . . . .	17
Assaults/Sexual Assaults reports/investigated . . . . .	8
Disturbance/Disorderly Conduct CFS . . . . .	24
Vandalism/Property Damage (Criminal Mischief) reported/investigated . . . . .	10
Burglary/Larceny/Robbery(theft-motor veh) Forgery/Fraud reported/investigated . . . . .	31
Criminal Offenses (Cases Made) . . . . .	62
-Citations in lieu of Arrest. . . . .	8
-Arrests . . . . .	12



**DEPARTMENT OF PUBLIC WORKS**

**MONTHLY REPORT**

August — 2023

**STREET DEPARTMENT**

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

Street	91	Airport	7	Park	12	Fire	12
Police	0	Landfill	0	Wastewater	15	Water	30

The street sweeper operated 107 hours in August, during which time 212 miles were swept and 68 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	43
Right-of-way maintenance	169
Gravel street/alley maintenance	107
Snow removal	0
Mowing/weed control	80
Tree/shrub maintenance	
Paved surface maintenance	811
Equipment services	4
Sidewalk repair	4
Traffic signing/signal installation/repair	18
Shop cleaning	18
Storm sewer repair	0
Property maintenance	0
Trash removal	0
System maintenance	4
Tree / shrub maintenance	39
Lane & curb painting	6
Plant wages	9
<b>TOTAL</b>	<b>1312</b>

**PARK DEPARTMENT**

Park personnel performed the following activities:

Job	Hours
Trash removal	27
Restroom cleaning	45
Property maintenance	19
Mowing/weed control	274
Tree/shrub maintenance	33
Building maintenance	3
Ball field maintenance	137
Playground equipment maintenance	0
General maintenance	15
Paved surface maintenance	12
<b>TOTAL</b>	<b>565</b>

**FAMILY AQUATIC CENTER**

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	5
Building maintenance	0
Property maintenance	9
General maintenance	12
<b>TOTAL</b>	<b>26</b>

**COMMUNITY CENTER**

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	0
Mowing/weed control	0
Building maintenance	0
Property maintenance	3
<b>TOTAL</b>	<b>3</b>

**WASTEWATER TREATMENT PLANT**

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

	Last Month	2023	2022	Units
Total flow	29,152,733	31,349,091	30,924,895	gallons
Average flow/day	94,041	101,126	997,577	gallons
Average flow/person	117.55	126.41	125	gallons
Grit and screenings to landfill	1.86	72.21	26.64	tons
Bio solids wasted	1.507921	1.165579	1.017267	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	157
Laboratory testing	71
Sludge removal	10
Equipment maintenance	181
Building maintenance	46
Sewer system maintenance	91
Property maintenance	62
One-call locates	474
Mow & weed control	44
Location service	22
Paved surface maintenance	6
Pump / well maintenance	4
<b>TOTAL</b>	<b>1168</b>

### **WATER DEPARTMENT**

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

	Last Month	2023	2022	Unit
Total water pumped	53,089,000	56,042,000	66,485,000	gallons
Total water billed	41,836,478	69,114,960	67,033,260	gallons
Average use per day	1,712,548	1,807,806	2,144,677	gallons
Average use per person	214	226	268	gallons
Total electricity used	88,134	92,307	110,412	kW
Pumps yield	602	607	602	gallons/kW
Peak pumping date	28 <sup>th</sup>	23 <sup>rd</sup>	3 <sup>rd</sup>	
Peak amount	2,671,000	2,968,000	2,785,000	gallons

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

	2023	2022
Water bills	1853	1867
Sewer bills	1775	1785
New taps	1" - 1	3/4" - 0, 1" - 3
Service leaks	0	0
Main leaks	0	0
Diggers Hotline calls	457	211

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	41
Meter reading	31
Meter maintenance	2
Pump/well maintenance	0
Final notice collection	4
Distribution maintenance	260
One-call locates	61
Property maintenance	11
General maintenance	18
Mow & weed control	13
Utility repairs	7
Paved surface maintenance	7
<b>TOTAL</b>	<b>455</b>

**SOLID WASTE RECEIVING CENTER AND LANDFILL**

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

	2023		2022	
	Trips	Tons	Trips	Tons
Landfill	651	2513.04	922	3192.31
C & D	455	1231.55	808	2876.18
Transfer Station	311	108.18	117	23.12
Brush Pile	148	41.89	131	66.86
Tire Pile	1	0	1	0
Metal Roll-off	7	0	14	0
<b>Total</b>	<b>1573</b>	<b>3894.66</b>	<b>1993</b>	<b>6158.47</b>

Revenue collected during August totaled \$188,135.50. The same period last year totaled \$253,130.15.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	165
Landfill Equipment	616
Wind screen & litter control	0
Recycling Act	0
General maintenance	3
<b>TOTAL</b>	<b>784</b>

**AIRPORT**

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	108
Building maintenance	0
Mowing/weed control	0
<b>TOTAL</b>	<b>108</b>

**LIBRARY**

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	4
Building maintenance	0
Mowing/weed control	0
General maintenance	2
<b>TOTAL</b>	<b>6</b>

**SUMMARY BY DEPARTMENT**

Department	Hours	Percentage	Full Time Equivalent
Street	1312	30	8.2
Parks/Com Center/Aud/FAC	594	14	3.7
Landfill	784	18	4.9
Wastewater	1168	26	7.3
Water	455	10	2.8
Airport	108	2	0.7
Library	6	0	0
<b>TOTAL</b>	<b>4427</b>	<b>100</b>	<b>27.6</b>

**BUILDING INSPECTIONS AND PERMITS**

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

Inspections:	2023	2022	Permits Issued:	2023	2022
Building	100	209	Building	82	554
Electrical	46	14	Electrical	2	2
Plumbing	15	8	Plumbing	1	1
Mechanical	22	14	Mechanical	8	6
Nuisance	0	0	Curb/Street	3	2
<b>Total</b>	<b>183</b>	<b>245</b>	<b>Total</b>	<b>96</b>	<b>565</b>

Eighty-two (82) permits were issued in August for a value of \$3,257,613.89, which brings the total for the year to \$34,307,556.72. (See attached.)

Permits of note issued:

• City of York – Holthus	Reroof	\$213,600.00
• Steve & Kim Klute	New Single-Family Dwelling	\$1,400,000.00
• Benjo LLC	Restoration of swimming pool area	\$272,283.00

***BOARD OF PUBLIC WORKS***

The Board of Public Works met August 15, 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

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## Building Permits issued in August 2023

06-Sep-23

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	<b>OWNER</b>	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
100979	Tim Yates	1108 N. Platte Ave		Reroof	13,000.00
100989	Karen Kayton	1007 E. 25th St.		Reroof	9,746.14
100988	Scott & Shellie Rathjen	3. Edison Ave.		Reroof	8,716.49
100987	Carol McKenzie	826 W. 12th St		Reroof	18,000.00
101011	Renee Jantz	1008. Burlington Ave.		Reroof	15,800.00
101010	Renee Jantz	1014 N. Burlington Ave.		Reroof	18,000.00
101008	Jo Hitz	1509 S. Grant.		Reroof	8,000.00
101007	Julie Hoff	220. Blackburn Ave		Reroof	11,000.00
101005	Randy Barnes	1708 N. York Ave.		Enlarge garage	50,000.00
101004	Liz Renner	101 S. Balckburn Ave.		Reroof	8,800.00
101032	Anna Johnson	37. Edison Ave.		Windows	3,200.00
101020	Kristi Bukaske	814/816 N. Nebraska Ave.		Reroof	25,000.00
101021	Kristi Bukaske	838/840 Country Club Dr.		Reroof, Reside	25,000.00
101022	Shaden & Karrie Applegarth	507 E. 19th St.		Reroof, Reside	25,000.00
101019	Nancy Walford	1320. Harre Ln.		Reroof	10,900.00
101018	Ruth Ann Weitzl	1314. Harre Ln.		Reroof	10,800.00
101025	City of York Holthus	3130. Holen Ave.		Reroof	213,600.00
101083	Jose Solis	1729 N. Nebraska Ave		Windows and siding	2,800.00
101084	Jannet Jensen	1213 N Iowa Ave		Reside	14,000.00
101080	Lyndon Veburg	1205 N Florida Ave		Reroof	9,847.16
101081	Jon & Joan Strong	1600 E 8th St		Reroof	21,900.00
101082	David Langner	103 Ash Ave		Reroof	17,500.00

<b>OWNER</b>	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
101078	Trinity Foreman	830/832/834/836 S Country	Reside, reroof, concrete, moving fro	25,000.00
101077	Alan Dean	523 E 14th St	Repaired sidewalk	1,200.00
101076	Steven & Marcia Witmer	1109 N Grant Ave	Reside	2,500.00
101075	Casey Kinnison	317 Cedar Trl	Garden shed	2,000.00
101074	Bob & Lamine Roth	408 N Ohio Ave	Remove & replace siding and fascia	22,991.00
101071	Ron & Marilyn Moody	828 S Country Club Dr	Shipping container in driveway	2,000.00
101069	Steve & Kim Klute	715 W 4th St	Lot 1 Lage's Sub 1-10-3 City of York New Single Family Dwelling	1,400,000.00
101067	Konda Cooper	711 E 6th St	Reroof	9,301.10
101066	Paul Rockenbach	2028 N Nebraska Ave	Replace windows & patio slider	18,325.00
101063	Ryan Linden	420 E 7th St	Reroof and reside	90,000.00
101064	Ron Svoboda	728 Mayhew Ave	Reroof	9,600.00
101065	Connie Nickel	602 N Delaware Ave	Reroof	15,400.00
101059	Weiday Wang	508 W David Dr	Reroof	55,000.00
101057	Cinda Hild	1428 N Blackburn Ave	Reroof	8,400.00
101056	LeeAnn Maresh	1104 E 12th St	Reroof	10,200.00
101053	Joseph Erwin	1537 Duke Dr	Reroof	15,800.00
101055	Monica Milleson	46 Edison Ave	Reroof	11,456.00
101054	Kristie Holoch	903 W 4th St	Reroof	65,300.00
101045	Corey Barrett	202 N Burlington Ave	Curb cut	
101049	Rex Charlton	202 S Iowa Ave	Reroof, reside	25,000.00
101038	William Troutman	4 N Circle Dr	Fence	1,500.00
101048	Gwen Brouillette	321 N Maine Ave	Reroof	21,000.00
101047	Vic Jones	1318 N Maine Ave	Reroof & gutters	10,000.00
101046	Ben Leif	19 Eastridge Dr N	Reroof & gutters	10,000.00

<b>OWNER</b>	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
101044	Kirby's Dance Studio	120 E 5th St	Reroof	53,100.00
101042	Jeff Steckman	931 W 4th St	Reroof	30,000.00
101043	Kevin Stephens	1430 E 4th St	Fence	10,000.00
101036	Carol Hammond	1415 N Pennsylvania Ave	Enlarge & redo deck	6,000.00
101037	Barry Boardman	505 N Michigan Ave	Replace front porch deck	300.00
101034	Joyce Samson	660 W 6th St	Replace fence	650.00
101095	Cody Bellows	1619 N Grant Ave	Shop / Storage	2,000.00
101096	Tim Johnson	217 N Grant Ave	Addition	25,000.00
101094	Michael Sullivan	2 Arbor Hts	Reroof	12,200.00
101093	Michael Sullivan	148 S Florida Ave	Reroof	10,100.00
101091	Dalton Vettel	802 W 8th St	Reroof	16,400.00
101090	Steve Gottula	828 N Maine Ave	Reroof & gutters	24,190.00
101052	Upper Big Blue NRD	1114 Recharge Road	Installing a warning siren for severe	30,000.00
101098	Daryl Krause	3816 N Division Ave	Remodel, gutters, windows, upgrade	15,000.00
101101	Otoupal Insurance	203 E 4th St	Reroof	5,200.00
101102	Stephen Kalba	322 E 4th St	Reroof	6,100.00
101100	We the People	2512 S Lincoln Ave	Reside	5,000.00
101114	Chelsey Hansel	1719 E 15th St	Reroof	8,125.00
101113	Randy Alms	2015 N Grant Ave	Reroof	10,500.00
101110	Benjo LLC	309 W David Dr	Restoration of swimming pool area	272,283.00
101103	Shotowski	105 E 6th St	Accountant Office	95,000.00
101109	Vicky Northrop	1301 N Delaware Ave	Reroof	6,335.00
101112	Kevin Lawrence	1023 N Kiplinger Ave	Reroof & gutters	24,000.00
101104	Randy Obermier	1101 N Academy Ave	Reroof	9,471.00

<b>OWNER</b>	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
101105	Wayne Hullinger	327 E 19th St	Reroof	12,722.00
101120	Gabriella Gutierrez	924 Woodcrest Ct	Reroof	12,600.00
101121	Jeff York	1221 N Kiplinger Ave	Reroof	15,400.00
101119	Ardean Richert	1312 N Michigan Ave	Redo patio	7,500.00
101123	Ivan Keller	1207 N Burlington Ave	Reroof, reside	22,000.00
101124	Theresa Smith	15 Edison Ave	Reroof	10,000.00
101125	Tim Dibbern	558 W 6th St	Reroof	26,000.00
101126	Brad Carlson	9 Laurel Ln	Reroof	17,000.00
101117	Stephen Postier	931 S Grant Ave	Turn bedroom into bathroom	5,000.00
101118	Scott & Judy Hulse	1400 Kennedy Dr	Reside	12,600.00
101127	Union Bank & Trust	502 N Grant Ave	Reroof	66,255.00
101130	Mark Otto	602 W 5th St	Concrete pad	1,000.00
				<b>\$3,257,613.89</b>
				<b>Permits Issued: 82</b>

**CITY OF YORK  
CASH BALANCES  
for the Month of August 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	\$811,726.25	\$9,018,453.46	\$1,129,678.60	\$11,496,104.40	\$2,880,740.70
	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	\$6,802.27	\$680,564.10	\$464,413.58
10-102	Auditorium	\$0.00	\$12,015.08	\$156,581.88	\$3,215.03	\$153,403.96	\$3,177.92
10-103	Park	\$0.00	\$57,250.61	\$624,046.75	\$45,579.17	\$461,367.71	\$162,679.04
10-104	Police	\$0.00	\$288,141.05	\$2,812,845.66	\$288,445.74	\$2,437,882.58	\$374,963.08
10-105	Community Center	\$0.00	\$56,993.17	\$760,200.63	\$60,336.54	\$688,297.87	\$71,902.76
10-106	Aquatic Center	\$0.00	\$28,088.02	\$349,713.66	\$99,557.42	\$348,662.96	\$1,050.70
10-110	Senior Center	\$0.00	\$1,611.83	\$17,730.13	\$1,619.89	\$17,641.45	\$88.68
10-201	Convention Center	\$0.00	\$56,316.97	\$666,765.97	\$91,077.77	\$558,889.35	\$107,876.62
10-111	Ball Field	\$0.00	\$34,323.60	\$471,125.23	\$62,186.03	\$513,597.77	(\$42,472.54)
10-112	Museum	\$0.00	\$6,530.75	\$71,838.25	\$9,155.07	\$59,893.10	\$11,945.15
13	User Fees	\$19,178.69	\$280.00	\$7,220.00	\$0.00	\$2,052.81	\$24,345.88
22	Ambulance	\$88,632.94	\$231,642.65	\$2,292,367.97	\$166,534.28	\$2,126,407.45	\$254,593.46
22	Fire	\$0.00	\$40,994.33	\$509,582.69	\$36,242.03	\$523,273.97	(\$13,691.28)
23	Capital Projects Sinking	\$0.00	\$41,666.66	\$458,333.26	\$850.00	\$69,150.00	\$389,183.26
24	Library	\$0.00	\$59,579.17	\$682,041.52	\$64,288.03	\$567,356.61	\$114,684.91
14-000	General Capital-Non-Dept.	\$0.00	\$0.00	\$2,550,114.35	\$122,499.86	\$2,361,718.73	\$188,395.62
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	\$425.00	\$34,575.00	\$425.00	\$34,575.00	\$0.00
14-222	General Capital - Fire	\$0.00	\$425.00	\$34,575.00	\$425.00	\$34,575.00	\$0.00
<b>General Balances</b>		<b>\$6,751,714.82</b>	<b>\$1,728,010.14</b>	<b>\$21,787,871.41</b>	<b>\$2,188,917.73</b>	<b>\$23,545,708.69</b>	<b>\$4,993,877.54</b>
11	Keno	\$31,477.80	\$2.24	\$475.11	\$0.00	\$30,191.06	\$1,761.85
20	Aviation	\$205,365.17	\$107,191.75	\$378,072.80	\$136,298.43	\$219,975.28	\$363,462.69
20	Aviation - Federal Funds	\$0.00	\$0.00	\$2,030.00	\$0.00	\$2,030.23	(\$0.23)
31	Fire Pension	\$208,598.49	\$17,048.75	\$189,741.08	\$19,094.05	\$166,571.07	\$231,768.50
30	Police Pension	\$158,124.73	\$8,898.93	\$99,539.59	\$10,796.21	\$66,635.51	\$191,028.81
32	911 Surcharge	\$69,916.34	\$1,540.31	\$8,251.88	\$22,713.07	\$32,389.99	\$45,778.23
33	Health Insurance	\$1,419,293.16	\$144,393.49	\$1,602,316.27	\$224,808.97	\$1,643,535.45	\$1,378,073.98
<b>Total Tax Funds</b>		<b>\$8,844,490.51</b>	<b>\$2,007,085.61</b>	<b>\$24,068,298.14</b>	<b>\$2,602,628.46</b>	<b>\$25,707,037.28</b>	<b>\$7,205,751.37</b>
50	Street	\$2,364,966.87	\$245,126.10	\$2,769,603.50	\$194,716.26	\$1,595,432.11	\$3,539,138.26
70	Landfill-Cash & Invest	\$3,230,032.42	\$192,208.66	\$1,817,593.45	\$104,545.05	\$1,464,878.76	\$3,582,747.11
	Landfill-Operations	\$112,807.75	\$77,450.05	\$1,166,904.28	\$77,450.05	\$1,166,904.28	\$112,807.75
	Landfill-Debt Service	\$177,842.26	\$27,095.00	\$297,974.48	\$30,070.00	\$325,802.50	\$150,014.24
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 Closu	\$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)
<b>Total Non-Tax Funds</b>		<b>\$ 8,526,361.34</b>	<b>\$ 541,879.81</b>	<b>\$ 6,267,695.48</b>	<b>\$ 406,781.36</b>	<b>\$ 5,042,018.72</b>	<b>\$ 9,752,038.10</b>
12	CDBG Revolving Loan	\$125,729.51	\$4,242.99	\$46,250.33	\$0.00	\$0.00	\$171,979.84
12	Housing Grant - Federal Func	\$30,773.05	\$38.78	\$292,534.11	\$0.00	\$256,107.59	\$67,199.57
12	Buy Rehab Sell	\$165,635.83	\$35.24	\$379.04	\$0.00	\$0.00	\$166,014.87
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	\$4,062.10	\$318,366.23	\$129,011.92	\$1,487,975.83	\$147,532.29
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	\$498,952.93	\$1,664,636.71	\$2,428,962.31
19-192	Land Acq - Indust. Park	\$1,580,701.71	\$123,983.03	\$956,768.98	\$210,798.80	\$226,997.00	\$2,310,473.69
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	<b>Total Bond Funds</b>	<b>\$836,124.64</b>	<b>\$74,581.94</b>	<b>\$1,097,733.05</b>	<b>\$0.00</b>	<b>\$1,245,767.50</b>	<b>\$688,090.19</b>
40	<b>Total TIF Funds</b>	<b>\$398,156.50</b>	<b>\$530.06</b>	<b>\$138,300.59</b>	<b>\$0.00</b>	<b>\$119,216.52</b>	<b>\$417,240.57</b>
<b>Total Misc. Funds</b>		<b>\$ 8,622,410.39</b>	<b>\$ 207,474.14</b>	<b>\$ 2,850,332.33</b>	<b>\$ 838,763.65</b>	<b>\$ 5,000,701.15</b>	<b>\$ 6,472,041.57</b>
<b>Total All Funds</b>		<b>\$ 25,993,262.24</b>	<b>\$ 2,756,439.56</b>	<b>\$ 33,186,325.95</b>	<b>\$ 3,848,173.47</b>	<b>\$ 35,749,757.15</b>	<b>\$ 23,429,831.04</b>

LB 357 Cash Available	(from Page 2)	\$2,009,932.48
Wastewater Cash Available	(from Page 3)	\$4,257,479.14
Water Cash Available	(from Page 3)	\$8,938,617.35
		<b>\$ 38,635,860.01</b>

**City of York  
LB 357 Funds Summary**

	31-Jul-23	31-Aug-23
<b>LB 357 Funds Allocation</b>		
Cash Balance	\$16,161,526.02	\$16,324,805.37
Less: Quiet Zone	(\$1,496,028.97)	(\$1,496,028.97)
School-Owned Properties	(\$1,057,420.34)	(\$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	\$1,846,653.13	\$2,009,932.48
Less Restricted Funds		
Debt Service	(\$696,711.70)	(\$774,639.62)
Debt Service Reserve	\$0.00	\$0.00
Total Unallocated LB 357 Funds	\$1,149,941.43	\$1,235,292.86

## City of York Public Works Summary

	31-Jul-23	31-Aug-23
<b>Wastewater</b>		
Cash Balance	\$4,030,881.56	\$4,257,479.14
Less: Construction Fund	\$0.00	\$0.00
 Total Cash Available	 \$4,030,881.56	 \$4,257,479.14
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$122,556.01)	(\$245,112.02)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
 Total Unrestricted Funds	 \$3,908,325.55	 \$4,012,367.12
  <b>Water</b>		
Cash Balance	\$8,068,127.37	\$8,210,463.43
Less: Construction Fund	(\$303,598.42)	(\$303,753.54)
Add: Farm Management Acct	\$1,054,927.30	\$1,031,907.46
 Total Cash Available	 \$8,819,456.25	 \$8,938,617.35
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$60,279.01)	(\$120,558.03)
Debt Service Reserve	(\$268,264.60)	(\$268,264.60)
 Total Unrestricted Funds	 \$8,490,912.64	 \$8,549,794.72

**City of York**  
for the Month of August 2023

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
<b>10 General:</b>				
General	\$2,880,740.70	28,728.86	\$2,852,011.84	Restricted - YCF (Parks, Police) & Police Memorial Fund
Insurance Proceeds	\$0.00	\$0.00		Moved to fund 14 per auditors
ARP Act \$	\$464,413.58	\$464,413.58	\$0.00	Restricted grant money
Senior Center	\$88.68		\$88.68	
Police	\$374,963.08	\$49,856.00	\$325,107.08	Federal equitable sharing money
Community Center	\$71,902.76		\$71,902.76	
Park	\$162,679.04		\$162,679.04	
Auditorium	\$3,177.92		\$3,177.92	
Convention Center	\$107,876.62		\$107,876.62	
Aquatic Center	\$1,050.70		\$1,050.70	
Ball Park	(\$42,472.54)		(\$42,472.54)	
Museum	\$11,945.15		\$11,945.15	
<b>Total</b>	<b>\$4,036,365.69</b>	<b>\$542,998.44</b>	<b>\$3,493,367.25</b>	
13 User Fees	\$24,345.88	\$24,345.88		Assigned
14 General Capital Projects	\$188,395.62	\$188,395.62		Assigned - repairs due to 6/14/22 hail storm damage
22 Fire/EMS	\$240,902.18	\$49,429.88	\$191,472.30	Restricted - York Community Foundation
23 Capital Projects Sinking	\$389,183.26		\$389,183.26	
24 Library	\$114,684.91		\$114,684.91	
30 Police Pension	\$191,028.81		\$191,028.81	
31 Fire Pension	\$231,768.50		\$231,768.50	
<b>Total General</b>	<b>\$5,416,674.85</b>	<b>\$805,169.82</b>	<b>\$4,611,505.03</b>	
50 Street	\$3,539,138.26	\$3,539,138.26		
20 Aviation	\$363,462.46	\$363,462.46		Assigned
16 Debt Service	\$688,090.19	\$688,090.19		
15 LB 357	\$2,009,932.48	\$2,009,932.48		
60 Capital Projects	\$2,562,119.92	\$2,562,119.92		
12 CDBG	\$405,194.28	\$405,194.28		
11 Keno	\$1,761.85	\$1,761.85		
19 Sinking	\$2,399,396.61		\$2,399,396.61	
32 E911	\$45,778.23	\$45,778.23		
40 TIF	\$417,240.57	\$417,240.57		
<b>Total Governmental</b>	<b>\$17,848,789.70</b>	<b>\$10,837,888.06</b>	<b>\$7,010,901.64</b>	
70 Landfill:				
Landfill	\$3,582,747.11		\$3,582,747.11	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$150,014.24	\$150,014.24		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)	
<b>Total Landfill</b>	<b>\$6,212,899.84</b>	<b>\$3,229,733.08</b>	<b>\$2,983,166.76</b>	
80 Wastewater	\$4,257,479.14	\$245,112.02	\$4,012,367.12	Bond Requirements
90 Water	\$8,938,617.35	\$388,822.63	\$8,549,794.72	Bond Requirements
<b>Total Enterprise</b>	<b>\$19,408,996.33</b>	<b>\$3,863,667.73</b>	<b>\$15,545,328.60</b>	
33 Health Insurance	\$1,378,073.98	\$1,378,073.98		Assigned for insurance claims needs
<b>Total City</b>	<b>\$38,635,860.01</b>	<b>\$16,079,629.77</b>	<b>\$22,556,230.24</b>	

## RESOLUTION 2023-26

WHEREAS, the Mayor and City Council of the City of York, Nebraska, wish to honor Speaker Greg Adams and Senator Paul Lambert for their leadership in the passage of LB 357 in the Nebraska State Legislature; and

WHEREAS, Senators Adams and Lambert provided key votes to override a veto of LB 357; and

WHEREAS in November of 2014, residents of York approved a ½ cent sales tax for community infrastructure and recreation authorized by LB 357; and

WHEREAS LB 357 has been a valuable resource to the City of York to provide sales tax revenue for large infrastructure and recreation projects to enhance, the community; and

WHEREAS the sales tax revenues authorized by LB 357 dollars help the city to provide infrastructure and recreational opportunities while keeping its property tax rates well below the average for cities of York's size; and

WHEREAS the York Ballpark Complex, one of the early LB 357 projects, provides the citizens of York and surrounding areas high quality facilities to play their ball games and a 2019 study by Brian Williams, Ph.D., Nebraska Public Power District economist, estimated that the Ballpark provides an economic impact to the City of York that tops \$4.56 million per year; and

WHEREAS the quiet zone improvements mean that school classrooms and business are not interrupted multiple times a day by train horns and residents enjoy much quieter days and nights; and

WHEREAS Levitt Stadium renovations updated the park in 2016 and new LB 357 funds will enable the city to add turf and updated improvements; and

WHEREAS countless other LB 357 investments have come from LB 357 revenues such as major renovations of the historic city auditorium, renovations of the community center, new playground surfaces for city and school playgrounds, an accessible restroom and other improvements for the Peyton Parker Lane Playground, a tot playground, a community splash pad, a new HVAC system for the library and improvements at the family aquatic center, shade at the ballpark, and major soccer field renovations as well as track and tennis court resurfacing and a major lighting project in the York Public Middle School.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council salutes Speaker Greg Adams and Senator Paul Lambert, and commends them for their efforts for the passage of LB 357, which legislation has provided substantial benefits to the City of York.

Dated this 21<sup>st</sup> day of September, 2023.

Councilmember \_\_\_\_\_ introduced the foregoing Resolution and moved its adoption.

Seconded by: Councilmember \_\_\_\_\_.

Roll Call: Ayes: \_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_

The Resolution was then declared Passed (Not Passed).

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

ATTEST:

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

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

For the period of

September 25th, 2023 through September 30, 2024

## INDEX

Index.....	2
Recognition .....	3
Definitions .....	4
Management Rights and Responsibilities .....	5,6
Check Off .....	7
Bulletin Board .....	8
Discharge and Discipline.....	9,10
Employee Rights .....	11,12
Appeal Procedure.....	13
Grievance Procedure.....	14
Probationary Employees.....	15
Promotions .....	16
Seniority .....	17
Lay-Off .....	18
Leave.....	19, 20, 21,22, 23,24,25,26
Non-Discrimination.....	27
Employee Performance Evaluation .....	28
Hours of Work.....	29
Outside Employment and Employee Duties .....	30
Attendance in Court, Conferences and other Meetings.....	31
Holidays.....	32
Overtime and Call-Back Pay .....	33
Uniforms and Equipment.....	34
Insurance.....	35
Education Reimbursement .....	36
Safety Committee .....	37
Savings Clause.....	38
Maintenance of Standards .....	39
Wages.....	40
Working Out of Classification .....	41
Term of Agreement .....	42
Work Stoppages .....	43
Scope of Agreement .....	44
Wage Scale .....	Appendix "A"
Authorization for Payroll Deduction.....	Appendix "B"
Garrity Warning .....	Appendix "C"

**ARTICLE I  
RECOGNITION**

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

ARTICLE II  
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Management Rights

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

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

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

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

**Management Responsibilities**

Section 3.3 The Employer agrees to notify Employees of changes in the Police Department regulations by memo eight (8) days prior to the policy change,

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

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

ARTICLE IV  
CHECK-OFF

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

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

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

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

ARTICLE V  
BULLETIN BOARD

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

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

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

ARTICLE VI  
DISCHARGE AND DISCIPLINE

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

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

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

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

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

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

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

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

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

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

ARTICLE VII  
EMPLOYEE RIGHTS

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

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

personnel file during regular business hours.

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

### Section 7.3 IMPOSITION OF DISCIPLINE

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

### Section 7.4 DUE PROCESS.

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

ARTICLE VIII  
APPEAL PROCEDURE

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

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

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

ARTICLE IX  
GRIEVANCE PROCEDURE

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

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

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

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

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

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

ARTICLE X  
PROBATIONARY EMPLOYEES

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

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

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

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

ARTICLE XI  
PROMOTION

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

**ARTICLE XII**  
**SENIORITY**

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

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

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

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

ARTICLE XIII  
LAY-OFF

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

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

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

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

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

ARTICLE XIV  
LEAVE

Section 14.1 Sick Leave

**A. Sick Leave**

1. Sick leave is defined as any of the following:
  - a. A period in which the employee is incapacitated by sickness or injury not arising from the course of employment.
  - b. A period when the employee is away from duty because of medical, surgical, dental or optical examination or treatment.
  - c. A period when, by reason of exposure to a contagious disease, the employee's presence on duty would jeopardize the health of others.
  - d. A period when the employee is away from duty because an illness of, or injury to, a member of the employee's immediate family demands their presence, not to exceed thirty (30) days in any 12- month period.
  - e. Of the thirty (30) days referenced in the preceding paragraph, an employee may use no more than five (5) days to act as the caretaker for any person with whom the employee has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.
  
2. How Earned and Accumulated:
  - a. All regular full-time employees shall earn eight (8) hours of sick leave with pay for each calendar month of continuous employment.
  - b. Unused sick leave may be accumulated during an employee's continuous term of employment up to 120 days (960 hours).
  - c. Employees may donate up to 10 days of sick time to a fellow employee for critical dependent care situations.
  
3. Restrictions to Sick Leave Use:

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

  - a. Sick leave shall not be granted in advance of accrual.
  - b. Any employee missing more than five consecutive sick days must provide documentation from a licensed medical provider upon return outlining restrictions or a cleared to work.
  - c. Employees missing greater than 80 hours of sick time may trigger a conversation with their supervisor and HR.
  - d. The amount of sick leave to be charged against an employee's accrual shall be computed on the basis of the exact number of days or hours the employee is scheduled to work when sick leave is utilized.
  - e. Holidays or other regular days off shall not be counted in charging sick leave.
  - f. Sick leave shall not be used as vacation leave.



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

## Section 14.2 Vacation Leave

### **B. Vacation Leave**

#### **1. Regular full-time Employees**

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

120 hours per year for the first ten years of employment

160 hours per year after the tenth anniversary of employment

200 hours per year after the 20th year of employment

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

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

#### **2. Scheduling of Vacations**

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

#### **3. Transfers**

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

#### **4. Holidays**

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

#### **5. Vacation Prior to Retirement or termination**

Employees will be required to work the final two weeks prior to retirement or

resignation date to assist in transition of work.

**6. Payment for Vacation Time Not Taken**

**a. Terminated & Retired Employees**

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

**b. Deceased Employees**

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

Section 14.3 Accident and Injury Leave: Worker's Compensation

**C. Accident and Injury Leave: Worker's Compensation**

**1. Eligibility**

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

**2. Reporting Accident or Injury**

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

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

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

Section 14.4 Family Medical Leave Act

**D. Family Medical Leave Act**

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

Section 14.5 Military Leave

**E. Military Leave**

1. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

2. For Active Training Duty, Duty with Troops or at Field Exercises  
When not in conflict with State Statutes related to military training leave the following provisions shall apply to all regular employees of the City:
  - a. All heads of departments, officer and employees of the City who are members of the National Guard of Nebraska, the Army Reserve, Navel Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve, shall be entitled to a leave of absence from their respective duties, without loss of pay, in all days during which they are employed with or without pay under orders, or authorization of competent authority or active training duty, or duty with troops, or at field exercises or for instructions, for a period not to exceed fifteen (15) days in any one calendar year.
  - b. In the event that the time of such training is optional, the time taken shall be designated at the discretion of the head of the department for which the employee works.
  - c. When the Governor of this State shall declare that a state of emergency exists and an employee is ordered to active service of the State, an additional leave of absence will be granted until such employee is released from active service by competent authority.

#### Section 14. 6 Court and/or Jury Duty

##### **F. Court and/or Jury Duty**

1. Witness in Official Capacity of Juror  
An employee who is required to serve as a witness or a juror in a federal, state, county, police, or municipal court or as a litigant in a case resulting directly from the discharge of the employee's duties shall be granted leave with full pay to serve in that capacity.
2. Other Litigation  
When an employee is testifying in other litigation to which the employee is a party, or when the employee is an expert witness (not in an official capacity), the employee shall not be granted leave with pay, but may use vacation leave or compensatory time or be granted a leave without pay for the length of such service.
3. Requests for Leave for Court and/or Jury Duty  
An employee who is called as a witness not pertaining to their official capacity or jury duty shall present to their supervisor the original summons or subpoena from the court and, at the conclusion of such duty, a signed statement from the Clerk of the Court, or other evidence, showing the actual time in attendance at court.
4. Fees Received for Jury Service

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

## Section 14.7 Voluntary Leave of Absence Without Pay

### **G. Voluntary Leave of Absence Without Pay**

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

#### **1. Eligibility Requirements**

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

#### **2. Written Requests and Replies**

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

#### **3. Benefits while on Leave of Absence without Pay**

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

**4. Failure to Return to Work**

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

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

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

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

Section 14.9 Funeral Leave

**I. Funeral Leave**

1. In the event of the death of any employee's father, mother, spouse, child, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, or household member, the employee may be allowed paid leave for reasonable and necessary absence for arrangement and attendance to said funeral not to exceed 36 hours. This may be extended to 60 hours with the approval of the department head.
2. In the case of a funeral for someone not covered by section 1, leave with pay will be granted from 6 hours to 12 hours. The City Administrator may grant additional funeral leave without pay.

Section 14.10 Administrative Leave

**J. Administrative Leave**

1. With Pay for Activity Related to Work  
Department heads or the City Administrator may grant employees administrative leave with pay for the following purposes:
  - a. To participate in meetings, institutes, examinations, official funerals, and other activities directly related to work of the employee. Administrative

leave granted to employees for this purpose shall be with pay to the extent of the normal workday or work week.

- b. To compete for positions in the City personnel system.
- c. To present grievances or appeals to City officials.

**2. Without Pay**

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

**K. Absence Without Leave**

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

**ARTICLE XV**  
**NON-DISCRIMINATION**

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

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

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

ARTICLE XVI  
EMPLOYEE PERFORMANCE EVALUATION

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

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

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

ARTICLE 24  
HOURS OF WORK

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

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

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

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

ARTICLE 25  
OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES

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

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

ARTICLE XIX  
ATTENDANCE IN COURT, CONFERENCES AND OTHER MEETINGS

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

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

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

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

ARTICLE XX  
HOLIDAYS

Section 20.1 Employees shall be granted the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Martin Luther King Day
- President's Day
- Veteran's Day
- Floating Holiday (8 hours)

Section 20.1 (a) After 15 years of service, an employee earns an additional Floating Holiday (8 hours)

Section 20.1 (b) After 25 years of service, an employee earns an additional Floating Holiday (8 hours) (for a total of three 8 hour Floating Holidays).

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

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

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

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

ARTICLE XXI  
OVERTIME AND CALL-BACK PAY

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

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

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

Section 21.4 OVERTIME/COMPENSATORY TIME- Overtime may be taken either in wages or compensatory time, as determined by the employee. In the event the employee determines to accrue compensatory time, said time shall not exceed eighty (80) hours.

Utilization of compensatory time must be approved by the supervisors prior to the taking of said leave. The Employer will provide flexibility to employees in taking compensatory time when possible.

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

ARTICLE XXII  
UNIFORMS AND EQUIPMENT

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

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

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

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

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

**ARTICLE XXIII**  
**INSURANCE**

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

Section 23.2 In the event it becomes necessary to change the level of benefits, the City and one member appointed by the F.O.P. shall meet, discuss and agree upon alternative ways the City can maintain the level of benefits fundamentally equal to what is currently in effect as of September 25, 2023, or to agree upon alternative benefit levels.

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

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

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

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

**ARTICLE XXIV  
EDUCATION REIMBURSEMENT**

**Section 24.1** The City will not reimburse educational expenses where state funds exist for said purpose.

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

ARTICLE XXV  
SAFETY COMMITTEE

Section 25.1 In accordance with Section 48-443 through 48-445 of Nebraska Revised Statutes, The City has appointed a Safety Committee consisting of management and non-management personnel. The duties of said committee shall be in accordance with said Statutes and applicable rules and regulations as may be validly adopted and amended by the Nebraska Department of Labor. Representation of bargaining unit members shall be solicited.

ARTICLE XXVI  
SAVINGS CLAUSE

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

**ARTICLE XXVII  
MAINTENANCE OF STANDARDS**

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

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

ARTICLE XXVIII  
WAGES

Section 28.1 (1) Effective September 25th, 2023, employees in all F.O.P. job classifications/positions shall be compensated in accordance with the attached wage schedule for fiscal year 2023-2024 found in Appendix "A". Appendix "A" reflects a 3%\_pay increase at each step and across all pay lines in each F.O.P. job classification/position

(2) If notice is given as provided in Article XXX, Section 30.3, then contract negotiations shall begin not later than May 21, 2024. Comparable First Class Cities shall be used during contract negotiations to determine a midpoint or higher wages.

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

Section 28.4 An employee assigned as a Field Training Officer (FTO) for the training of new officers in the twelve (12) week Field Training Program, shall, in addition to their regular pay, receive an additional \$1.50 per hour during actual time with the new officer. The additional pay shall only apply to the specific pay periods that the employee is actually acting as a Field Training Officer and has a new officer with him/her. The FTO's supervisor shall authorize the request for additional pay for each pay period and it will be the responsibility of the employee to submit the proper paper work to the supervisor before the end of the affected pay period. The FTO must be certified in the Field Training Officer Program and must be approved by the Chief of Police.

Section 28.5. Any employee who is certified to instruct other employees in the Department shall receive an instructor incentive pay of \$250 payable at the end of the fiscal year. Any employee who has already obtained or earns a Bachelor's degree at any point before September 30, 2023 shall receive a \$250 incentive pay payable at the end of the fiscal year. Any employee who is designated to monitor and develop social media shall receive an incentive pay of \$250 payable at the end of the fiscal year. Employees who qualify for multiple incentives shall be paid the sum of the incentives.

The following instructor positions are qualified to receive incentive pay only if they instructor that course during the calendar year:

CPD/AED, Defensive Tactics, Emergency Vehicle Operations, Taser, Firearms  
De-escalation, Active Shooter, Anti-bias, Oleoresin Capsicum Spray

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

ARTICLE XXIX  
WORKING OUT OF CLASSIFICATION

Section 29.1 When an employee is designated by the Department Head to act in a higher job classification, and performs said duties for more than 60 hours within a pay period and meets the minimum qualifications of said position. The employee shall be compensated at a rate of 5% above the step in which the employee is currently paid or at step 1 of the higher classification; whichever is greater, for the actual hours worked at the higher classification.

ARTICLE XXX  
TERM OF AGREEMENT

Section 30.1 This Agreement, with all of its terms, shall be in full force and effective from force and effect during the entire period of negotiations for a modification of this Agreement and shall be extended until such time as a new or modified agreement is approved by both parties.

Section 30.2 This Agreement shall be automatically renewed from year to year thereafter unless either party desires to modify this Agreement September 25th, 2023 to, and including September 30, 2024.

Section 30.3 This Agreement shall remain in full or any part thereof; it shall notify the other in writing no later than the first day of May, 2024. If such notice is given, negotiations shall begin no later than May 21, 2024.

ARTICLE XXXI  
WORKSTOPPAGES

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

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

ARTICLE XXXII  
SCOPE OF AGREEMENT

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

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

Section 32.3 C.I.R. Waiver. As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, and the City, and all its representatives, hereby knowingly, intelligently, and voluntarily waive their rights to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages and fringe benefits, or any other conditions of employment with respect to the time period between September 25th, 2023 through September 30th, 2024.

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

IN WITNESS HEREOF, said parties have caused duplicate copies hereof to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

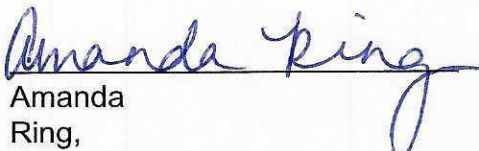
CITY OF YORK, NEBRASKA


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

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

WITNESS:

FRATERNAL ORDER OF POLICE  
YORK, LODGE #31

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

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

APPENDIX A

CITY OF YORK - POLICE DEPARTMENT  
 2023-2024 PAY SCHEDULES (Effective September 25, 2023)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
P1 OFFICER	Monthly	5044.78	5248.09	5462.73	5677.56	5898.33	6136.18	6386.09
	Annual	60,537	62,977	65,553	68,131	70,780	73,634	76,633
	Hourly	29.105	30.277	31.516	32.755	34.029	35.401	36.843
	Bi-weekly	2328.36	2422.20	2521.26	2620.41	2722.30	2832.08	2947.43
P2 SERGEANT	Monthly	5726.76	5956.63	6197.26	6449.41	6718.45	7003.83	7295.34
	Annual	68,721	71,480	74,367	77,393	80,621	84,046	87,544
	Hourly	33.039	34.365	35.753	37.208	38.760	40.407	42.089
	Bi-weekly	2843.12	2749.21	2860.28	2976.65	3100.82	3232.54	3367.08

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION

FRATERNAL ORDER OF POLICE LODGE #31

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

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

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

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

**APPENDIX C**

**GARRITY WARNING**

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

AN AGREEMENT BETWEEN  
THE CITY OF YORK, NEBRASKA  
AND  
THE YORK PROFESSIONAL FIRE FIGHTERS, LOCAL 1648  
  
FOR THE PERIOD OF  
SEPTEMBER 25<sup>th</sup>, 2023 THROUGH SEPTEMBER 30, 2025

# INDEX

Index .....	1
Recognition .....	2
Definitions .....	2
Check-Off .....	3
Leave .....	3-5
Maintenance of Standards .....	5
Wages .....	6
Working Out of Classification .....	6
Longevity .....	6
Insurance .....	6-7
Step Increases .....	7
Term of Agreement .....	7
C.I.R. Waiver .....	7-8
Union Business .....	8
Preceptor Pay .....	8
Voluntary Employee Benefit Association .....	8
Signature Page .....	9
Appendix A .....	10
Appendix B .....	11

## ARTICLE I

### RECOGNITION

Section 1.1 The City recognizes the York Professional Fire Fighters Local 1648 as the sole and exclusive collective bargaining representative for the positions of: Fire Medic I, Fire Medic II, Fire Medic IV, and Fire Captain of the York Fire Department.

## ARTICLE II

### DEFINITIONS

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

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

Section 2.3 Employee shall mean any employee represented by the York Professional Fire Fighters Local 1648.

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

Section 2.5 City, or Employer, shall mean they City of York, Nebraska.

Section 2.6 YPFL shall mean the York Professional Fire Fighters Local 1648.

Section 2.7 Bargaining unit members shall mean Fire Medic I, Fire Medic II, Fire Medic IV, and Fire Captains employed by the City of York.

Section 2.8 Retirement shall mean twenty (20) years of continuous service or age fifty-five (55), which ever shall occur sooner.

## ARTICLE III

### CHECK-OFF

Section 3.1 The City shall deduct regular annual YPFL dues from the pay of each employee covered by this agreement, provided that at the time of such deduction there is in possession of the City Clerk's Office of the City a current written agreement, executed by the employee, in the form and according to the terms of an authorization form to make such deduction, attached thereto, marked Appendix B, and made a part hereof. The employee may revoke such authorization at any time by giving written notice thereof to the City Clerk's Office.

Section 3.2 Previously signed and unrevoked written authorization shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorization of other employees rehired or reinstated shall not be considered to be effective.

Section 3.3 Such authorization shall be divided equally between the twenty-six (26) pay periods of each calendar year and will be remitted to the duly designated YPFL Official on a monthly basis. The YPFL shall advise the City Clerk's Office in writing of the name of such official.

Section 3.4 The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which the YPFL dues are normally deducted after written notification to the City Clerk's Office of the error. If the City makes an overpayment to the YPFL, the City will deduct that amount from the next remittance to the YPFL. The YPFL agrees to indemnify and hold the City harmless against any and all claims, suits, and orders of judgements brought against the City as a result of any action taken or not taken by the City under the provisions of this article.

## ARTICLE IV

### LEAVE

Section 4.1 SICK LEAVE – Each full-time employee working 24-hour shifts, shall accrue sixteen (16) hours of paid sick leave per month or one hundred ninety-two (192) hours per year. Sick leave will be accrued per pay period (7.39 hours per pay period). Sick leave shall not accrue beyond one thousand, four hundred and sixty (1,460) hours.

Upon death or retirement from the City, the employee shall receive pay for fifty percent (50%) of current accumulated sick leave to a maximum of seven hundred thirty (730) hours paid.

Section 4.2 HOLIDAYS – When a holiday falls on a scheduled working day, the employee shall be compensated at a rate of two times his/her regular base pay for actual time worked.

When a holiday falls on a regular day off, the employee shall be compensated for twelve (12) hours in addition to his/her regular base pay at straight time. Employees shall be granted the following paid holidays:

- New Years Day
- Martin Luther King Jr. Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day

In addition to the eleven (11) set holidays, employees may take one paid 24-hour shift off each calendar year as a floating holiday. The timing of the floating holiday must be approved at least two (2) weeks in advance.

Section 4.3 VACATION LEAVE – Fulltime regular employees shall become eligible for vacation based upon length of service as follows:

- 144 hours per year for the first four years of employment  
(6 twenty-four-hour shifts)
- 180 hours per year after the fifth anniversary of employment  
(7.5 twenty-four-hour shifts)
- 216 hours per year after the tenth anniversary of employment  
(9 twenty-four-hour shifts)
- 240 hours per year after the fifteenth anniversary of employment  
(10 twenty-four-hour shifts)

288 hours per year after the twentieth anniversary of employment

(12 twenty-four-hour shifts)

Vacation leave is accrued per pay period (26 pay periods per year). Effective January 1<sup>st</sup>, 2017, all employees maximum allowable vacation accrual is their current year's accrual plus 53 hours. Effective January 1<sup>st</sup>, 2017, employees will not accrue more than the maximum as defined above. Employees must account for per period vacation leave accrual independently, as not to miss an accrual because they have reached the maximum.

Section 4.4 COMPENSATORY TIME – Full time employees may take overtime in wages or compensatory time, as determined by the employee. In the event the employee determines to accrue compensatory time, said time shall not exceed one hundred twenty (120) hours. Compensatory time earned must be taken within one year of being earned. Compensatory time is to be managed by the Fire Chief.

Section 4.5 MILITARY LEAVE – Employees, who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Employees shall receive a military leave of absence of one hundred sixty-eight (168) hours each calendar year. Such military leave of absence may be taken in hourly increments and shall be in addition to the regular annual leave of the employee. When the Governor of this state declares that a state of emergency exists and any employees are ordered to active service of the state, a state of emergency leave of absence will be granted until such member is released from active service of the state by a competent authority. A military leave of absence shall not be used during a state of emergency declared by the Governor. Other forms of leave may be granted. During a state of emergency leave of absence because of the call of the Governor, any employee subject to this section shall receive his or her normal salary or compensation minus the state active-duty base pay her or she receives in active service of the state.

## ARTICLE V

### MAINTENANCE OF STANDARDS

Section 5.1 Nothing contained in this Agreement shall be construed as repealing any lawfully recognized benefit provide through the City for employees of the bargaining unit, and no employee shall inadvertently suffer any loss of wages, hours, or working conditions by reason of the signing of this Agreement.

Section 5.2 In the event of a conflict between this Agreement and the City or York's or the Department's policies, this Agreement shall control anything to the contrary.

## ARTICLE VI

### WAGES

Section 6.1 - Employees shall be compensated in accordance with the attached wage scale, Appendix "A".

Section 6.2 – The Wages in Appendix "A" represent a three percent (3%) raise for 2023-2024 effective on September 25<sup>th</sup>, 2023 for all bargaining unit employees.

For 2024-2025 the wage increases shall be as follows:

FireMedic I (FF/EMT) – COLA + 2%

FireMedic II (FF/EMT-I and FF/AEMT) – COLA + 3.5%

FireMedic IV (FF/Paramedic) – COLA + 6%

Captain (Paramedic) – COLA + 5%

The COLA is defined for this purpose as the cost-of-living adjustment approved for non-union staff in the 2024-2025 budget.

The Wages in Appendix "A" shall be amended in September of 2024 to represent these changes. These wage increases shall be effective on September 23<sup>rd</sup>, 2024.

Section 6.3 - When a full-time employee, working 24-hour shifts, takes paid vacation, paid sick leave, or a floating holiday in the pay week that he/she is scheduled for three (3) shifts, the employee will be paid time and one-half (1.5) for hours paid over fifty-three (53). This does not apply if the employee is using compensatory time.

## ARTICLE VII

### WORKING OUT OF CLASSIFICATION

Section 7.1 – When a full-time employee, working 24-hour shifts, is assigned to act as Captain, and performs said duties; the employee shall be compensated at a rate of 5% above the step in which the employee is currently paid for the actual hours worked as Captain starting with the first hour worked, so long as the assignment is for a 24-hour shift.

## ARTICLE VIII

### LONGEVITY PAY

Section 8.1 – All bargaining unit employees will no longer accrue longevity pay at the rate of one (1) percent of base pay for each five (5) years of continuous service. The longevity pay that the bargaining unit employees have earned will become part of their base pay as outlined in Appendix "A".

## ARTICLE IX

### INSURANCE

Section 9.1 Employees and their families shall be entitled to enroll in the City's Group Health Insurance Program. The City shall pay one hundred (100) percent of the health insurance premiums for single coverage and seventy (70) percent of the difference between single coverage and family coverage of health insurance. The employee shall pay zero (0) percent of the health insurance premiums for single coverage and thirty (30) percent of the difference between single coverage and family coverage of health insurance.

## ARTICLE X

### STEP INCREASES

Section 10.1 All bargaining unit employees shall receive a step increase to the next higher level in accordance with Appendix "A". All bargaining unit employees shall be given a step increase after successful completion of their six (6) month probationary period. All bargaining unit employees shall then receive a step increase each year after the employee's anniversary date, upon satisfactory performance review. The anniversary date of the employee shall be the date upon which employment started with the city.

## ARTICLE XI

### TERM OF AGREEMENT

Section 11.1 This Agreement, with all of its terms, shall be in full force and effective from September 25<sup>th</sup>, 2023 to, and including September 30, 2025.

Section 11.2 This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement and shall be extended until such time as both parties approve a new or modified agreement.

Section 11.3 This Agreement shall be automatically renewed from year to year thereafter unless either party desires to modify this Agreement or any part thereof; it shall notify the other in writing no later than the first day of June.

ARTICLE XII

C.I.R. WAIVER

Section 12.1 As a result of negotiations, and in consideration of this entire collective bargaining agreement, the YPFL, on behalf of all its members, and the City, and all its representatives, hereby knowingly, intelligently, and voluntarily waive their rights to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages and fringe benefits, or any other conditions of employment with respect to the time period between September 25<sup>th</sup>, 2023 through September 30<sup>th</sup>, 2025.

XIII

UNION BUSINESS

Section 13.1 Union officials, not exceeding two (2), shall be granted leave from duty, without loss of pay, for all meetings between the City and the Union for the purpose of negotiating the terms of a collective bargaining agreement, so long as their absences do not result in a stoppage of work in the department.

Union officials, not exceeding two (2), shall be granted paid leave from duty for the purpose of attending Union meetings, conventions, or educational conferences when it has been determined by the Fire Chief that such absences will not hinder the effective operations of the department. Such leave shall be contingent upon a written request by the Union official and approval by the Fire Chief or his/her designee not less than two (2) weeks in advance of the requested leave dates. Such paid leave shall not collectively exceed seventy two (72) hours for all Union officials any one calendar year.

Union officials will only be paid for hours in attendance at such Union meetings, conventions, or educational conferences when the Union employee attends on a regularly scheduled work day.

XIV

PRECEPTOR PAY

Section 14.1 When a full-time employee is assigned to act as an EMS Preceptor, and preforms said duties; the employee shall be compensated an additional rate of \$0.50 (fifty cents) per hour during which time the preceptor duties occur.

XV

VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

Section 15.1 The Union shall have the option during the life of this Agreement to direct the City to make mandatory salary deferrals for all members covered by this Agreement, at which time the City

shall commence making an ongoing per pay period mandatory salary deferrals to a VEBA Trust Fund designated by the Union to pay any legally authorized IRS 213(d) healthcare expenses.

The mandatory salary deferral amount shall be determined by the Union and be deducted from the employee's paycheck on a pre-tax basis. At the time of retirement, employees shall have their Vacation and Sick Leave payout converted to VEBA Trust Fund contributions. The contributions will be made directly from the employer to the VEBA Trust with no individual election by the member.

IN WITNESS HEREOF, said parties have caused duplicate copies hereof to be executed by their duly authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

CITY OF YORK, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

WITNESS

YORK PROFESSIONAL FIRE FIGHTERS LOCAL 1648 – YORK, NEBRASKA

  
\_\_\_\_\_  
President

APPENDIX A

CITY OF YORK - FIRE DEPARTMENT  
2023-2024 PAY SCHEDULES (Effective 9/25/2023)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
F1	M	4005.46	4181.76	4366.66	4560.41	4762.94	4975.33	5197.31	5450.26
FM1	A	48,066	50,181	52,400	54,725	57,155	59,704	62,368	65,403
EMT	H	23.108	24.126	25.192	26.310	27.479	28.704	29.984	31.444
	B	1848.68	1930.04	2015.38	2104.80	2198.28	2296.31	2398.76	2515.50
	Hourly (53 hr/wk)	17.440	18.208	19.013	19.857	20.739	21.663	22.630	23.731
F2	M	4194.28	4379.81	4574.12	4777.47	4990.13	5212.65	5446.16	5709.24
FM2	A	50,331	52,558	54,889	57,330	59,882	62,552	65,354	68,511
***EMTI &	H	24.198	25.268	26.389	27.562	28.789	30.073	31.420	32.938
EMT ADV	B	1935.82	2021.45	2111.13	2204.98	2303.14	2405.84	2513.61	2635.03
	Hourly (53 hr/wk)	18.262	19.070	19.916	20.802	21.728	22.697	23.713	24.859
F3	M	4304.72	4499.57	4703.75	4917.78	5141.68	5376.54	5622.91	5874.76
FM3	A	51,657	53,995	56,445	59,013	61,700	64,518	67,475	70,497
Paramedic	H	24.835	25.959	27.137	28.372	29.664	31.018	32.440	33.893
	B	1986.79	2076.73	2170.96	2269.75	2373.08	2481.48	2595.19	2711.43
	Hourly (53 hr/wk)	18.743	19.592	20.481	21.413	22.388	23.410	24.483	25.580
F4	M	4819.39	5048.06	5288.02	5540.15	5804.88	6082.49	6374.36	6680.78
FM4	A	57,833	60,577	63,456	66,482	69,659	72,990	76,492	80,169
CAPTAIN	H	27.804	29.123	30.508	31.962	33.490	35.091	36.775	38.543
	B	2224.33	2329.88	2440.63	2556.99	2679.18	2807.30	2942.01	3083.44
	Hourly (53 hr/wk)	20.984	21.980	23.025	24.123	25.275	26.484	27.755	29.089

The following employees will also receive a pay adjustment based on the 2019-20 contract:

	GRADE	STEP	PAY SCALE	HOURLY ADJ.	2023-24 PAY RATE
John Wemhoff	F2	8	24.859	0.837	25.696
Roy Nickels	F4	8	29.089	0.863	29.952
Tom Bredwell	F1	8	23.731	0.598	24.329
Matt Nunnenkamp	F4	8	29.089	0.216	29.305
Brian Quick	F4	8	29.089	0.247	29.336
Erick Brekke	F2	8	24.859	0.199	25.058
Brett Sorensen	F3	8	25.580	0.216	25.796

\*\*\*EMTI - There is only one and that is John Wemhoff. This classification expires with the State 1/1/2025.  
EMT ADV Added in 2022 for Brekke and Palik as well as future designation for EMT Advanced.

APPENDIX B

**Authorization for Payroll Deduction  
York Professional Fire Fighters Association**

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earning each payroll period, the amount of \$15.00, totaling \$390.00 per calendar year and make same in payment to York Professional Fire Fighters Local 1648. This authorization is revocable at any time upon giving written notice to the City Clerk of the City of York, NE.

This assessment will be for 26 pay periods.

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Union Member Name

Signature

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Address

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Date

September 5, 2023

Honorable Mayor and City Council  
City of York  
100 E. Fourth St.  
York, NE 68467

We are pleased to confirm our understanding of the services we are to provide for the City of York for the year ended September 30, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities – modified accrual basis, the business-type activities – accrual basis, the aggregate discretely presented component unit – accrual basis, each major fund – modified accrual basis for the governmental funds and accrual basis for the proprietary funds, and the aggregate remaining fund information – modified accrual basis for the governmental funds, including the disclosures, which collectively comprise the financial statements, of the City of York as of and for the year ended September 30, 2023.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of York’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor’s report on the financial statements

1. Schedule of Expenditures of Federal Awards
2. Combining Financial Statements – Nonmajor Governmental Funds
3. Combining Statement of Revenues and Expenditures – General Fund Departments

In connection with our audit of the financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**SHAREHOLDERS:**

Robert D. Almquist  
Phillip D. Maltzahn  
Marcy J. Luth  
Heidi A. Ashby  
Christine R. Shenk  
Michael E. Hoback  
Joseph P. Stump  
Kyle R. Overturf  
Tracy A. Cannon  
Jamie L. Clemans

1203 W 2nd Street  
P.O. Box 1407  
Grand Island, NE 68802  
P 308-381-1810  
F 308-381-4824  
EMAIL [cpa@gicpas.com](mailto:cpa@gicpas.com)

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified accrual and accrual basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the

financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Revenue recognition
- 3) Proper identification of expenditures of Federal awards
- 4) Estimation of TIF receivables/payables
- 5) Accrued landfill closure/post-closure costs

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of York's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of York's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of York's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes and maintaining the depreciation schedules of the City of York in conformity with the modified accrual and accrual basis of accounting and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and depreciation schedule services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, related notes, and depreciation schedules, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, related notes, and depreciation schedules, and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill,

knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information are reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the modified accrual and accrual basis of accounting; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 6, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified accrual basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified accrual and accrual basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified

accrual and accrual basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of York; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of AMGL, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of AMGL P.C. personnel. Furthermore, upon request, we may provide copies of selected audit

Honorable Mayor and City Council  
City of York  
September 5, 2023  
Page 9

documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Marcy J. Luth, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 6, 2023 and to issue our reports no later than March 31, 2024.

This assignment will be undertaken at our regular hourly rates, inclusive of any out-of-pocket expenses. We estimate our fee for the audit will not exceed \$33,750, our fee for the Single Audit will not exceed \$4,000, and our fee for the audit of the Kilgore Library Foundation will not exceed \$1,100. Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date. This engagement does not include any services not specifically included in this letter. Additional services that you may request will be subject to arrangements made at the time requested.

Please keep in mind that the cost is directly related to the amount of time spent and understand that we will make every effort to keep our time at a minimum while not sacrificing the standard of work that is required to ensure that a meaningful report is issued. We are dedicated to the principle of offering timely, professional services at the lowest possible cost. In that light, please understand that our estimate of cost is based on this philosophy and that if time requirements are less than projected, the cost will be proportionately smaller and vice versa.

Whenever possible, we will utilize your staff to reduce our time and the related cost for services. To maximize the use of our time at your office, we will provide a list of schedules to be prepared and procedures that need to be performed prior to our arrival.

Should we become involved in a regulatory agency investigation or judicial proceeding as a result of this engagement, and are not determined to be liable, you agree to indemnify and hold us harmless with respect to all expenses, costs, legal fees and charges for the time of our people incurred in connection therewith.

We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided equitably to both parties by a judge hearing the evidence without a jury. Accordingly, you and we agree to

Honorable Mayor and City Council  
City of York  
September 5, 2023  
Page 10

waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or fees.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report is available on the AICPA website.

## **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of York. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of York and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

**AMGL, P.C.**



Marcy J. Luth, CPA

Honorable Mayor and City Council  
City of York  
September 5, 2023  
Page 11

ml/dkk/24380

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the City of York.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

## TASK ORDER 44

This Task Order pertains to an Agreement by and between the City of York, Nebraska, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated October 13, 2011, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 44

PROJECT NAME: YASWA FY23/24 Annual Engineering Services

## PART 1.0 PROJECT DESCRIPTION:

The intent of the Scope of Services is to assist with annual engineering services and miscellaneous on-call services, compliance, and planning as requested by YASWA in support of YASWA, its business operations, and facilities.

## PART 2.0 SCOPE OF SERVICES:

Services to be performed by HDR will include general engineering consultation associated with YASWA’s solid waste program at the landfill which may specifically include, but is not limited to, the table below. Approximate dates are listed for each task:

Task Series 100 – On-Call Engineering Services	
101 – Project Management	As Needed
102 – On-call services as needed (To be requested by YASWA); applicable hourly rate applied	As Needed
103 – Groundwater Verification Sampling (if needed)	As Needed
Task Series 200 – Annual Engineering Services	
201 – Topographic Survey and Airspace Analysis	October 2023
202 – Financial Assurance Updates	February 2024
203 – Annual CIP & Budgeting Assistance	February-April 2024
204 – Annual Greenhouse Gas (GHG) Report	March 2024
205 – Landfill (LFG) Data Review	Monthly
Task Series 300 – SPCC/SWPPP	
301 – Revise SPCC/SWPPP Plan & Figures	March 2024
302 – Onsite Training	April 2024
Task Series 400 – Groundwater Engineering Services	
401 – Spring 2024 Groundwater Sampling	May 2024
402 – Spring 2024 Groundwater Reporting – Title 118	June 2024
403 – Spring 2024 Groundwater Reporting – Title 132	June 2024

Descriptions of each task and subtasks can be found below.

### Task Series 100 – On-Call Services

- Miscellaneous site infrastructure inspections, monitoring, reporting, and maintenance.
- Provide budget assistance for current and future projects.
- Meetings with regulators, governing agencies, or other related entities.
- Regulatory reviews, research, and applicability determinations.

- Prepare regulatory correspondence as necessary.
- Phase site development, fill sequence, and general operational planning.
- Four (4) site visits budgeted to assist with infrastructure, fill planning, etc.
- Organization, preparation, and attendance for planning meetings during the development of new and ongoing projects and for annual budget planning.
- Groundwater verification sampling, if necessary.
  - Expenses associated with equipment, travel and laboratory analysis included.
- Groundwater assessment monitoring sampling, if necessary.
  - Expenses associated with equipment, travel and laboratory analysis included.
- Other tasks as requested by YASWA.

## Task Series 200 – Annual Engineering Services

### Task 201 – Annual Airspace Analysis

Once each calendar year (approximately October 2023), HDR will complete a topographic survey of the site (inclusive of active landfill areas [Phases 1-5, Phase 6, C&D, and current & future soil borrow areas]) for use in completing the annual airspace analysis as part of the annual financial assurance update completed in Task 202. The survey will be divided into discrete areas based on normal fill operations. Survey data will be used to construct three-dimensional models of the existing topographic ground surface and compared to topographic data from prior years to calculate consumed airspace and soil resources during the subject period. Total airspace consumption will be divided by tonnage received during the subject period to calculate a net airspace utilization factor.

In addition to an airspace utilization factor, the annual airspace analysis will include the following:

- Elevation isopach figures showing feet and volume of consumed airspace over the active fill areas.
- Elevation isopach figure showing remaining airspace available between existing grade and permitted final waste elevations, and between existing grade and top of usable constructed airspace.
- Trend analyses for airspace utilization ratio.
- Sensitivity analysis projecting depletion of usable constructed airspace over time for various tonnage and compaction scenarios.
- Projected schedule of airspace depletion and impact on next cell construction and capping timelines.

HDR will use results of the annual airspace analysis as well as changes to the landfill facility infrastructure and/or environmental monitoring requirements from the prior calendar year to update the financial assurance under Task 202. HDR will provide an electronic summary letter based on the airspace analysis results.

#### DELIVERABLES:

- Topographic survey and aerial photograph (Electronic).
- Technical memo discussing results of airspace analysis.
- Drawings showing current and historical fill progression.
- 22-inch x 34-inch color, aerial photo of the YASWA Site.

#### ASSUMPTIONS:

- HDR will coordinate and subcontract a drone survey in late 2023 for use in the airspace analysis.
- Topographic survey will be obtained by aerial drone surveying services, subcontracted by HDR with 5% sub markup. Survey services include:
  - UAV data collection over approx. 160 acres (active disposal and soil borrow areas).
  - High resolution digital orthographic GeoTIFF photo of survey area.
  - Low resolution digital orthographic GeoTIFF photo for CAD plan set background.
  - DWG file with Xref'd low resolution orthophoto.
  - Flight date in October 2023 anticipated.

#### MEETINGS:

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

## Task 202 Financial Assurance Update

Once each calendar year (approximately February 2024), HDR will use topographic data of the active landfill areas and soil borrow for use in completing the annual airspace analysis in Task 201 as part of this annual financial assurance update. This airspace analysis will be used in the financial assurance document. The financial assurance document will be used to generate a NDEE required financial assurance notification letter, which will be provided to YASWA to incorporate into the submittal to NDEE by HDR on behalf of YASWA.

It is anticipated that a second financial assurance mechanism will be required with the delayed Phases 2-5 capping. HDR will calculate financial assurance amount not covered by funds and prepare supplemental calculations for YASWA/City's additional financial assurance mechanism.

### DELIVERABLES:

- Updated Closure and Post-Closure cost estimates which will be used to generate NDEE required financial assurance notification letter.

### ASSUMPTIONS:

- Current fund balances will be provided to HDR in a timely manner in order to evaluate financial assurance funding.
- YASWA will utilize governmental test or similar as second financial assurance mechanism, as needed.
- YASWA will prepare the verification of fund balances and financial statements and compile the financial assurance submittal to NDEE.

### MEETINGS:

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

## Task 203 – Annual CIP and Budgeting Assistance

Once each calendar year (approximately February 2024 – April 2024), HDR will assist in budgetary updates by evaluating and updating the current rate study completed in 2023. Updates will also be made to the capital improvement plan (CIP) in coordination with the updated rate study in order to evaluate future rate changes.

### DELIVERABLES:

- List of data needs.
- Completed calculation sheets updating both the CIP and rate study outlook.

### ASSUMPTIONS:

- YASWA staff will provide fund balances, expenses, and recent waste quantities as requested by HDR.
- No site visits to the landfill are anticipated for this task.

### MEETINGS:

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

## Task 204 – Annual Greenhouse Gas Report

As required by 40 Code of Federal Regulations (CFR) 98, HDR will prepare and submit a list of data needs to YASWA to check the 2023 calendar year GHG reporting applicability. HDR will use the landfill data obtained from YASWA to estimate GHG emissions emitted from the landfill during the 2023 reporting year, as required for the mandatory Environmental Protection Agency (EPA) GHG reporting rule. These calculations will be based on equations found in 40 CFR 98 Subpart C and Subpart HH. HDR will coordinate with YASWA staff to verify the tonnage, waste depth, and cover type data required for reporting the GHG emissions in accordance with the rule.

HDR will assist YASWA in uploading the 2023 GHG data to the EPA via the e-GRRT system, if required. EPA's-published web form calculation spreadsheets will be completed and shared with YASWA as documentation of the reported values. The identification of authorized users for the EPA's reporting system will be necessary at the project outset to allow ample time to register new users, if required. HDR will prepare the appropriate forms and submittal documents to complete the federal online reporting requirements.

**DELIVERABLES:**

- List of data needs.
- Completed calculation sheets for 2023 will be submitted to YASWA for recordkeeping purposes (these are not required to be submitted to EPA).
- If threshold triggered, electronic transmission of GHG Emissions for the 2023 Reporting Year to the EPA using e-GRRT (online web tool).

**ASSUMPTIONS:**

- YASWA staff will provide tonnage and site information as requested.
- No site visits to the landfill are anticipated for this task.
- HDR will perform calculations for Subpart's C and HH only.
- If threshold triggered, an HDR representative acting as an "agent" will log in to the e-GRRT online system and digitally sign and submit the documents.

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

## **Task Series 300 – SPCC/SWPPP**

### **Task 301 – Revise SPCC/SWPPP Plans & Figures**

This task will serve as the annual review of the SPCC plan for the YASWA landfills for compliance with 40 CFR 112. HDR will conduct a site visit to review to confirm oil storage, secondary containment, spill kits, and emergency procedures. SPCC Plan will be revised, if needed, based on the review.

This task will also serve as the annual review of the SWPPP for the YASWA landfills for compliance with the current Site NPDES.

**DELIVERABLES:**

- Revised SPCC Plan, if required
- Revised SWPPP, if required

**ASSUMPTIONS:**

- One-day trip for up to two (2) HDR employees to YASWA landfills for site visit to encompass both the reviews for SPCC and SWPPP; reasonable efforts will be made to combine site visits.
- Regulations will not change the current SPCC Plan and SWPPP requirements.
- Revisions to SPCC Plan and SWPPP are anticipated to be minimal.
- HDR employees will follow YASWA's site-specific safety requirements and HDR's health and safety plan during on-site activities.

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

### **Task 302 – Onsite Training**

HDR will provide City of York staff with annual training on their stormwater and spill response requirements. Presentation will include requirements for SPCC plan and SWPPP. The training will include site-specific information for the facilities covered in the training.

**DELIVERABLES:**

- Onsite Training Materials

**ASSUMPTIONS:**

- One-day trip for onsite training; reasonable efforts will be made to combine site visits for Task 301, Task 302 & Task 303.
- HDR will provide a copy of the SPCC/SWPPP training, upon request.

- HDR employees will follow YASWA's site-specific safety requirements and HDR's health and safety plan during on-site activities.

**MEETINGS:**

- Onsite training with two (2) HDR personnel.

**Task 303 – Annual SWPPP Site Inspection**

HDR will annually conduct one (1) site inspection to ensure stormwater controls meet the requirements set forth within the site specific SWPPP. Site inspection will include evaluation of terraces, letdowns, perimeter ditches, culverts, stormwater pond and outlet structures to ensure stormwater controls are in good operating condition. A site inspection memo will be completed and delivered to YASWA with inspection finding and action items.

**DELIVERABLES:**

- SWPPP Site Inspection Memo

**ASSUMPTIONS:**

- Site Inspection will be conducted during site visit for either SPCC/SWPPP site visits (Task 301), groundwater sampling (Task 401) event or during general on-call site visits (Task 102).

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

**Task Series 400 – Groundwater Related Services**

**Task 401 – Spring 2024 Groundwater Sampling**

HDR will complete groundwater sample collection, water level measurements, and well integrity inspections at each of the required monitoring wells within the landfill monitoring network.

Before HDR arrives at the facility, HDR will develop and thoroughly review the sampling parameter list, ordered bottles and verify the content of all shipped coolers. HDR will notify YASWA of the expected sampling schedule to ensure there are no conflicts with YASWA schedules or operations. Once onsite, HDR field staff will check in at the landfill administrative office and will initiate monitoring procedures. Samples from the designated monitoring network will be collected via low flow sampling utilizing YASWA's dedicated bladder pumps. Purging, field parameter stabilization, and sampling will be completed in general accordance with the Site's most recent Title 118 & 132 Sampling and Analysis Plan.

Sampling for Title 132 will include collection of groundwater samples from the eleven (11) Title 132 Active Landfill monitoring wells (MW-1U, MW-2U, MW-4D, MW-5A(RR), MW-8D, MW-11, MW-12, MW-15, MW-16R, MW-17, and MW-18) and analysis of the samples.

Sampling for Title 118 will include collection of groundwater samples from the nine (9) Title 118 Closed Landfill monitoring wells (MW-3D, MW-5A(RR), MW-5B(R), MW-6D [spring only], MW-7D, MW-9D, MW-10, MW-13, and MW-14 [spring only]) and from four (4) domestic wells (Veline, Kroeker, Liermann, and Conner), and analysis of the collected samples.

**Task 402 – Spring 2024 Groundwater Reporting – Title 118**

Results of groundwater monitoring and statistical analyses from the spring semi-annual monitoring event will be summarized in the 1<sup>st</sup> Semi-annual Title 118 Groundwater Monitoring Report for submittal to NDEE by July 31, 2024. This report will provide a comprehensive evaluation of the landfill's monitored impacts to groundwater, summarize analysis results, and recommend changes to regulatory status and modifications to the monitoring network.

A draft Title 118 Groundwater Monitoring Report will be submitted to YASWA for review, comment, and comment resolution prior to the final July 31<sup>st</sup> regulatory deadline. HDR will submit the final report to NDEE on behalf of YASWA. An electronic copy of the final report will be provided to YASWA. A paper copy will be submitted to YASWA, if requested.

## Task 403 – Spring 2024 Groundwater Reporting – Title 132

Results of groundwater monitoring and statistical analyses from the spring semi-annual monitoring event will be summarized in the 1<sup>st</sup> Semi-annual Title 132 Groundwater Monitoring Report for submittal to NDEE by July 31, 2024. This report will provide a comprehensive evaluation of the landfill's monitored impacts to groundwater, summarize analysis results, and recommend changes to regulatory status and modifications to the monitoring network.

A draft Title 132 Groundwater Monitoring Report will be submitted to YASWA for review, comment, and comment resolution prior to the final July 31<sup>st</sup> regulatory deadline. HDR will submit the final report to NDEE on behalf of YASWA. An electronic copy of the final report will be provided to YASWA. A paper copy will be submitted to YASWA, if requested.

### ASSUMPTIONS:

- For each sampling event, HDR anticipates sending two (2) HDR employees for up to two (2) rental equipment days (to account for shipping dates), and one (1) overnight stay.

### DELIVERABLES:

- Spring 2024
  - Draft Title 118 Groundwater Monitoring Report for YASWA Review (electronic)
  - Final Title 118 Groundwater Monitoring Report for submittal to YASWA (electronic; paper copy, if requested) & NDEE (electronic)
  - Draft Title 132 Groundwater Monitoring Report for YASWA Review (electronic)
  - Final Title 132 Groundwater Monitoring Report for submittal to YASWA (electronic; paper copy, if requested) & NDEE (electronic)

## PART 3.0 OWNER'S RESPONSIBILITIES:

YASWA and others will provide HDR with all necessary documents and records pertinent to the project in general accordance with timelines and due dates of applicable regulatory requirements and otherwise agreed to project schedules.

## PART 4.0 PERIODS OF SERVICE:

Services will occur from the date October 1, 2023, through September 30, 2024, which corresponds to beginning and end of YASWA's 2023/2024 fiscal calendar.

## PART 5.0 PAYMENTS TO ENGINEER:

The estimate of Engineering and Compensation to ENGINEER for the above listed Services based on our current understanding of the effort required is provided in the table below. Compensation for these Services shall be Direct Labor Costs times a factor of 3.2 for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses.

ENGINEER will invoice monthly based on costs incurred and as described in the Agreement.

Task Description	HDR Services <sup>4</sup>	Expenses/ Subcontractors <sup>4</sup>	Total Budget <sup>4</sup>
<b>Task Series 100 – On-Call Engineering Services<sup>1</sup></b>			
101 – Project Management	\$3,231	\$0	\$3,231
102 – On-call Services (To be requested by YASWA) & Fill Planning	\$12,824	\$863	\$13,687
104 – Groundwater Verification or New Assessment Sampling (if needed) <sup>3</sup>	\$1,845	\$2,737	\$4,582
<b>Task Series 100 Subtotal</b>	<b>\$17,900</b>	<b>\$3,600</b>	<b>\$21,500</b>
<b>Task Series 200 – Annual Engineering Services</b>			
201 – Topographic Survey & Annual Airspace Analysis	\$3,962	\$4,025	\$7,987
202 – Financial Assurance Updates	\$1,420	\$0	\$1,420
203 – Annual CIP and Budgeting Assistance	\$2,024	\$0	\$2,024
204 – Annual Greenhouse Gas (GHG) Report	\$820	\$0	\$820
<b>Task Series 200 Subtotal</b>	<b>\$8,225</b>	<b>\$4,025</b>	<b>\$12,250</b>
<b>Task Series 300 – SPCC/SWPPP</b>			
301 – Revise SPCC/SWPPP Plans & Figures	\$2,366	\$481	\$2,847
302 – Onsite Training	\$2,260	\$200	\$2,460
303 – Annual SWPPP Inspection	\$693	\$0	\$693
<b>Task Series 300 Subtotal</b>	<b>\$5,319</b>	<b>\$681</b>	<b>\$6,000</b>
<b>Task Series 400 – Groundwater Engineering Services<sup>2, 3</sup></b>			
401 – Spring 2024 Groundwater Sampling	\$6,469	\$8,021	\$14,490
402 – Spring 2024 Groundwater Reporting – Title 118	\$4,183	\$0	\$4,183
403 – Spring 2024 Groundwater Sampling – Title 132	\$5,323	\$255	\$5,578
<b>Task Series 400 Subtotal</b>	<b>\$15,974</b>	<b>\$8,276</b>	<b>\$24,250</b>
<b>Total Approved FY23/24 Budget</b>	<b>\$47,419</b>	<b>\$16,582</b>	<b>\$64,000</b>

- 1 Budget shown for on-call engineering services represents a placeholder for yet-to-be-determined services completed as-needed throughout the fiscal year. On-call services will be completed on a task-by-task basis upon request by YASWA. On-call services will be billed with applicable hourly rates for HDR personnel working on requested project. Fill planning is included within the On-call services task.
- 2 Analytical costs for all environmental monitoring to be paid by HDR to subcontracted laboratory.
- 3 Unforeseen groundwater sampling required by NDEE in response to exceedance detections or other non-routine events (i.e. semi-annual events) will be invoiced as additional services under the On-Call Engineering Services task.
- 4 All subtasks may not equal final Approved Budget due to rounding.



This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

York Area Solid Waste Agency

HDR ENGINEERING, INC.

"OWNER"

"ENGINEER"

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

BY: *Matthew B. Tondl*

NAME: \_\_\_\_\_

NAME: Matthew B. Tondl, P.E.

TITLE: \_\_\_\_\_

TITLE: Senior Vice President

ADDRESS: 100 E 4<sup>th</sup> Street  
York, NE 68467

ADDRESS: 1917 S. 67<sup>th</sup> Street  
Omaha, NE 68106



14201 Chalco Valley Parkway  
 Omaha, NE 68138  
 Adam Boston  
 402-290-9268



City of York

Allen Snider

9/8/2023

Qty	Model Number	Description	MSRP	Budgetary Total
1	30609	Groundsmaster 4000-D (T4)	\$110,558.00	\$90,547.00
			<b>TOTAL</b>	<b>\$90,547.00</b>

All Toro Equipment comes with a 2 year, 1500 hour warranty  
 Due to the current Econimc Climate, Pricing may be subject to change.  
 Thank you for the opportunity to quote you on the equipment listed above.  
 The equipment pricing includes all set up and delivery.

Please feel free to call me with any questions.  
 Kind Regards,

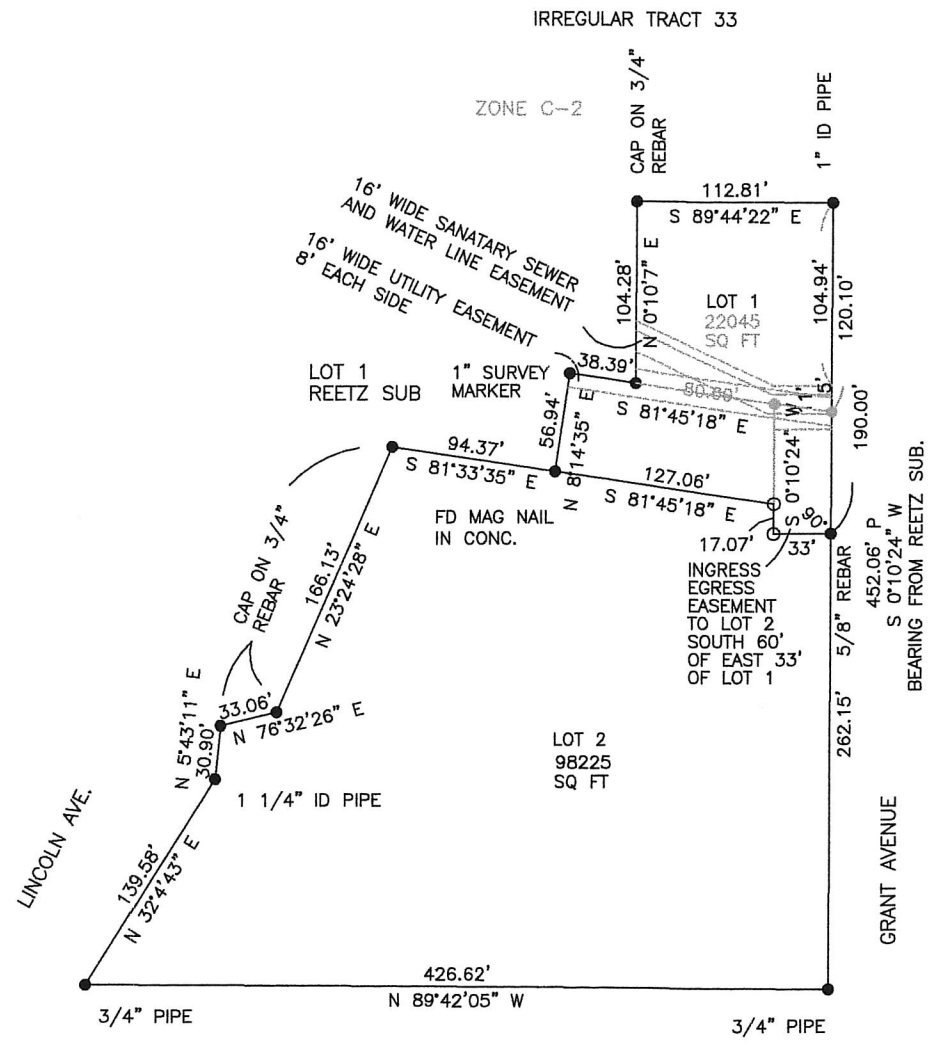
Adam Boston  
 Western Territory Commercial Sales



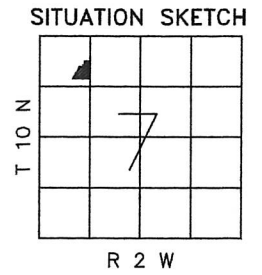
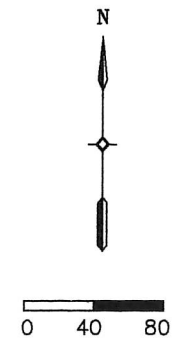
Sourcewell Contract #031121-TTC

# SKIPS 1ST SUBDIVISION TO CITY OF YORK, YORK COUNTY, NEBRASKA

A REPLAT OF REETZ 2nd SUBDIVISION, CITY OF YORK, YORK COUNTY, NEBRASKA BEING A PART OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST, 6TH P.M.



- SET 1/2" X 24" REBAR/CAP
- FOUND CORNER



## LEGAL DESCRIPTION

REETZ 2nd SUBDIVISION TO THE CITY OF YORK, YORK COUNTY, NEBRASKA BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6th PRINCIPAL MERIDIAN, YORK COUNTY, NEBRASKA.

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE PLAT IS FROM AN ACCURATE SURVEY OF THE DESCRIBED PROPERTY TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE CORNERS ARE STAKED.

REX HEIDEN L.S. 361



## TREASURER CERTIFICATE

I HEREBY CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE REAL ESTATE EMBRACED IN THIS PLAT AS SHOWN BY RECORDS OF THIS OFFICE.

COUNTY TREASURER

## DEDICATION

KNOW ALL MEN BY THESE PRESENT: THAT WE, GARY M. OSENTOWSKI TRUST, GARY M. OSENTOWSKI TRUSTEE AND WALTER H. BLUNDELL, OWNERS AND YORK STATE BANK, LENDER OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SKIPS 1st SUBDIVISION TO THE CITY OF YORK, YORK COUNTY, NEBRASKA, IN ACCORDANCE WITH THIS PLAT AND DO FREELY AND VOLUNARILY DEDICATE THE UTILITY EASMENT SHOWN THEREON FOR THE LOCATION AND MAINTENANCE OF PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER:

GARY M. OSENTOWSKI TRUSTEE

WALTER H. BLUNDELL

CRAIG A. HESKETT, SENIOR VICE PRESIDENT  
YORK STATE BANK

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }  
COUNTY OF YORK }

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, CAME GARY M. OSENTOWSKI TRUSTEE AND WALTER H. BLUNDELL, PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HEREON AND DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEBRASKA }  
COUNTY OF YORK }

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, CAME CRAIG A. HESKETT, SENIOR VICE PRESIDENT, PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE SIGNATURE IS AFFIXED HEREON AND DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

## APPROVALS

THIS PLAT OF SKIPS 1st SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE PLANNING COMMISSION, CITY OF YORK, NEBRASKA.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
PLANNING COMMISSION CHAIRPERSON

THIS PLAT OF SKIPS 1st SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS, CITY OF YORK, NEBRASKA.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

THIS PLAT OF SKIPS 1st SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF YORK, NEBRASKA.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

## REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA }  
COUNTY OF YORK }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEED OFFICE.

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_

REGISTER OF DEEDS