

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, September 5, 2024
5:30 PM

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

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

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Notice of this meeting was published in the York News Times on August 29, 2024
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the August 29, 2024
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$688.89
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$192,631.78
 - 6.3. Claim for Stephen Postier of the York County Development Corporation in the amount of \$8,583.34
7. Claims for the period of August 16, 2024 through September 5, 2024
8. City Administrator Report
9. Consider approval of Resolution 2024-21 - to declare certain city property surplus and authorizing disposition of surplus property
10. Consider approval of a special designated license for a fundraiser cornhole tournament at Sunset Bowl on September 28, 2024 at 1923 N. Lincoln Ave, York, NE 68467

11. Consider proposal from WyAd Enterprises LLC for the dredging of the wastewater lagoons in the amount of \$24,825.00
12. Consider approval to increase the Base of Restricted Funds by an additional one-percent (1%)
13. Approve 2024-2025 Budget
 - 13.1. Amend the preliminary property tax rate as certified by the York County Clerk - Resolution 2024-22
 - 13.2. Set the property tax rate at .285 - Resolution 2024-23
 - 13.3. Adopt Budget Statement to be termed the Annual Appropriation Bill - Ordinance No. 2376
 - 13.3.1. Suspend the rules for Ordinance No. 2376
 - 13.3.2. Passage of Ordinance No. 2376
 - 13.4. Second Reading:
Ordinance No. 2371 - Prescribing Sewer Rates
 - 13.4.1. Suspend the rules for Ordinance No. 2371
 - 13.4.2. Passage of Ordinance No. 2371
 - 13.5. Second Reading:
Ordinance No. 2372 - Prescribing Landfill Rates
 - 13.5.1. Suspend the rules for Ordinance No. 2372
 - 13.5.2. Passage of Ordinance No. 2372
14. Set job classifications, pay grade and set maximum wage levels at step 7 of the pay range schedule to become effective September 23, 2024 through September 30, 2025 - Resolution 2024-24
15. Adopt the pay range schedule for 2024-2025 - Ordinance No. 2377
 - 15.1. Suspend the rules for Ordinance No. 2377
 - 15.2. Passage of Ordinance No. 2377

16. Approval of agreement between City of York and Fraternal Order of Police, York Lodge No. 31 for the period of September 23, 2024 through September 30, 2025
17. Adjournment

Classifieds

York, Nebraska

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0099 LEGALS
NOTICE OF BUDGET HEARING, BOARD OF COMMISSIONERS and BOARD OF EQUALIZATION MEETINGS
NOTICE IS HEREBY GIVEN, a Budget Hearing will commence immediately upon adjournment of the regular meetings of the York County Board of Commissioners which will begin at 8:30 a.m. and the Board of Equalization

0099 LEGALS
which will begin at 9:30 a.m. on September 3, 2024, and continue until all attendee testimony has concluded.
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

0099 LEGALS
Clerk; however, the Board may modify the agendas at such meetings. (View agenda on York County web site www.yorkcounty.ne.gov)
Mary Melby
Deputy County Clerk
York County, Nebraska
Aug. 29, 2024 ZNEZ

0099 LEGALS
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 5, 2024 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. Individuals requiring physical or sensory accommodations should contact the City Clerk at 402-363-2600. Requests need to be made by 5:00 p.m. on the Friday prior to the meeting.
Amanda Ring, City Clerk
Aug. 29, 2024 ZNEZ

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

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York News-Times
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0970 Pickups, 4x2 or 4x4
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\$4,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925

Picture It SOLD

York News-Times
www.yorknewstimes.com

0991 Minivans, Buses, Vans

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LIVING | ADVICE

HEIDI GODMAN
Harvard Health Publishing

Do you naturally stay up until the wee hours and sleep late in the morning? Do you feel more creative, productive or focused in the afternoon or evening than you do in the morning? If so, you're probably a "night owl." That's the opposite of a "morning lark," someone who wakes with the sun and goes to sleep early.

For a long time, doctors believed there were no health differences between night owls and morning larks as long as you got the optimal seven to nine hours of sleep per night. But that thinking is changing. So it might be time to consider if you should try to shift your sleep pattern.

Night-owl risks

A growing amount of evidence suggests that being a night owl may increase the risk of developing many health problems.

For example, a 2023 Harvard-led study of about 64,000 healthy middle-aged women, followed for eight years, found that those who said they were night owls were 72% more likely to develop diabetes than morning larks. The night owls were also more likely than morning larks to be overweight and have an unhealthy lifestyle — drinking a lot of alcohol, smoking, eating a poor diet and getting too little sleep. Even after scientists calculated the impact of those lifestyle factors on health, the night owls were still 19% more likely to develop diabetes than morning larks.

In addition, a 2021 study of almost 137,000 middle-aged and older adults suggested that having a bedtime past 10 p.m. was tied to a 20% greater risk of having obesity or a dangerously large waistline (35 or more inches for women, 40 or more for men) compared with people who went to bed between 8 and 10 p.m. The risk for obesity was even higher (35% to 38%) among people who went to bed between 2 and 6 a.m. Night owls in this study also slept fewer hours (six or seven hours per night) than morning larks (eight or nine hours per night).

The risks of little sleep

The fact that night owls sometimes sleep less than morning larks only adds to the risk. Sleep is the time when the brain flushes out toxins and consolidates memories and new bits of information. It's when our muscles and cells rebuild.

Getting an inadequate amount of good-quality sleep is linked to poor concentration; increased risks of falls, broken bones and car crashes; a weakened immune system; and many diseases, such as dementia, diabetes, heart disease, kidney disease, high blood pressure, stroke, obesity and depression.



SEIZE THE DAY

How to change your night-owl lifestyle

Tips for success

Give yourself the best chance of successfully shifting your sleep-wake cycle by following good sleep hygiene.

- Exercise daily but not too close to bedtime.
- Sleep in a cool, dark room, and make sure that your bed and bedding are comfortable.
- Create a sleep ritual: Turn down the lights, and do a quiet activity, like reading.
- Avoid alcohol and spicy food close to bedtime.

The power of darkness

The typical human sleep-wake cycle makes the desire for sleep strongest between midnight and dawn, when it's dark outside.

"We sleep best, with the highest-quality sleep, when the sun is down. That's just how we're wired," says Dr. Kenneth Sasser, a pediatric and adult sleep neurologist at Harvard-affiliated Massachusetts General Hospital. "If you're a night owl and you don't go to sleep until the middle of the night, you're not maximizing the number of hours you can sleep in darkness. The sun comes up soon after your bedtime, which might lead to poor-quality or interrupted sleep."

Changing your sleep schedule

It's not that the evidence is so strong that night owls should definitely go to sleep and awaken earlier. But the evidence is convincing enough that it's worth a try, particularly if you're not sleeping long enough or if the bulk of your sleep isn't occurring when it's dark outside.

Is it possible to shift your sleep-wake cycle, even if you're not wired to go to bed earlier?

"Yes, but it's a slow process," Sasser says. He recommends the following steps.

- 1 Set a bedtime goal:** Sasser suggests aiming for a bedtime between 11 p.m. and 1 a.m. so you'll get at least five hours of sleep in darkness.
- 2 Gradually go to bed earlier:** "You can't just start going to sleep hours earlier and expect to make a lasting change to your sleep-wake cycle. Your brain won't comply," Sasser says. He advises rolling back your bedtime by 20 minutes every five days until you reach your desired bedtime.
- 3 Use medication:** Until you reach your bedtime goal, it might help to take melatonin, a hormone that helps regulate the sleep-wake cycle. If you use an over-the-counter supplement, you should take it two hours before bedtime. It would be more effective, Sasser says, if you take a more potent prescription version of melatonin, a drug called ramelteon (Rozerem), at bedtime. You'll have to talk to your doctor about that.
- 4 Set a wake time:** "Don't get up late," Sasser says. "You need a consistent wake time to train the brain. Don't make it any later than 9 a.m."
- 5 Be patient:** Once you've reached your bedtime goal, it will take about 90 days to officially establish the new sleep schedule and make it stick. "I'm not saying it's easy," Sasser says, "but it can be done. And you'll probably sleep better, feel the difference and improve your health."

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
August 29, 2024
5:30 PM

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

Mayor: Barry Redfern: Present. Councilmembers: Tony North: Present, Vicki Northrop: Present, Jeff Pieper: Present, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Matt Wagner: Absent, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, Police Chief Ed Tjaden, Fire Chief Tony Bestwick, Treasurer Pellie Thomas, Human Resource Director Denise Pfeifer and City Clerk Amanda Ring.

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

Notice of this meeting was given in advance thereof by publication in the York News Times on August 22, 2024, 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 15, 2024 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Matt Wagner: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Public Hearing on the 2024-2025 Budget

The Mayor announced that this is the time and place for a public hearing on the proposed 2024-2025 budget. Dr. Crawford reviewed the budget process over the last six months. Immediate priorities for this budget year are the fire station, housing and the new industrial park. The levy request for this year is \$0.285. Dr. Crawford highlighted the city's value-based budgeting and explained how it aligns with the core values of the city. Property taxes are 7% of the city's revenues. Sales tax makes up 23% of the revenue. Personnel and capital purchases are the majority of the expenses for the city, with personnel being 29% and capital purchases being 39%. There are increases to sewer rates and landfill rates. The general and operating funds have increased 2% for this year, the property tax rate is up 3%, property valuation change is up 3% and the property tax requested by the City is the same as last budget year. The Mayor spoke about the budget process and talked about setting money aside for insurance purposes. Amy Lehman, 1430 S. Grant Ave., addressed the Council with budget questions regarding Project Access York. She had a question about a capital improvement worksheet with regards to the purchase of right-of-way and the amount that was budgeted. It was clarified the budgeted monies were for the match amount for the trail grant and if expenses were to exceed that amount, that money would come from the grant. She then asked about curb cuts and that being used for match funds. Dr. Crawford explained that it was originally written in the grant that the curb cuts would be used as part of the match, but that construction kinds of match work couldn't be used until the construction phase of the project. The curb cuts were continued as part of the bond project as a city investment for accessibility and not being used as a match for the trail project. Discussion was had about property taxes and what might change in the future depending on legislation. Council member North stated he was thought the City was doing a very good job with all of the capital improvements, investing in our community to make it better and still keep the property tax in check and not increase it for the last three years. Council member Sheppard thanked Pellie and all the department heads for all of their hard work through this process, working with wants and needs and collaborating to make it all work. There was no other comment.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:56 o'clock p.m.

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	21,337.50	N		
01-00010	GALE	5	602.78	N		
01-00110	MATHESON TRI-GAS	1	43.92	N		
01-00120	JACKSON SERVICES INC	13	914.47	N		
01-00210	EAKES OFFICE PLUS	4	1,572.83	N		
01-00290	NORTH PRINTING & OFFICE S	8	688.89	N		
01-00300	BLACK HILLS ENERGY	12	2,987.63	N		
01-00340	BOUND TREE MEDICAL LLC	7	1,771.99	N		
01-00360	CITY OF YORK	3	31,298.97	N		
01-00400	BEAVER BEARINGCOMPANY	1	12.95	N		
01-00490	JOHN DEERE FINANCIAL FSB	1	67.56	N		
01-00540	GLOBAL TECH, INC.	9	4,083.52	N		
01-00570	SUMMIT FIREPROTECTION	1	578.00	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	9,740.00	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00701	OLSSON ASSOCIATES	1	1,750.00	N		
01-00710	OVERLAND SAND & GRAVEL	8	6,529.20	N		
01-00750	PIEPERS INC	7	192,631.78	N		
01-00780	PRESTO X COMPANY	4	259.64	N		
01-00800	BURST, LLC	26	863.52	N		
01-00840	16TH STREET CARWASH	2	190.00	N		
01-00960	GRAINGER	2	1,632.55	N		
01-00990	ANGLE, MURPHY & CAMPBELL,	1	22.44	N		
01-01090	BAKER & TAYLOR, INC	6	2,907.35	N		
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N		
01-01290	GRAND CENTRAL FOODS, INC.	5	219.47	N		
01-01330	JLC, INCORPORATED	4	689.08	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01390	AFLAC	2	711.94	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	223.96	N		
01-0145	ANTHONY BESTWICK	1	114.87	N		
01-01460	PERENNIAL POWER	1	13,511.53	N		
01-01470	SERVI-TECH LABORATORIES	4	700.00	N		
01-01490	NE DEPT OF REVENUE	2	9,397.06	N		
01-01510	HACH CO.	3	1,749.00	N		
01-01640	INTERNAL REVENUE SERVICE	4	54,154.38	N		
01-01650	UNION BANK	8	37,610.60	N		
01-01670	FRATERNAL ORDER OF POLICE	3	1,440.00	N		
01-01690	UNITED FUND	3	60.00	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	4,236.00	N		
01-01840	CORNERSTONE BANK	1	95.00	N		
01-02010	YORK EQUIPMENT, INC.	1	163.00	N		
01-02170	MIDWEST TURF & IRRIGATION	2	18.11	N		
01-02230	MCCORMICK HEATING & AC	5	1,595.42	N		
01-02560	CITYSERVICEVALCON LLC	1	12.20	N		
01-02590	ADOPT A PET	1	3,333.34	N		
01-02650	O'REILLY AUTO PARTS	2	109.84	N		
01-02730	SCHOOL DISTRICT OF YORK	1	36.00	N		
01-03020	MICHAEL QUBTY	2	244.40	Y		
01-03240	YORK COUNTY DEVELOPMENT C	1	8,583.34	N		
01-03260	HOMETOWN LEASING	3	247.07	N		
01-03380	POWER SERVICE INC	1	109.17	N		
01-03590	PENNER'S TIRE & AUTO	5	649.34	N		
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00	N		
01-04050	GALLS INCORPORATED	1	147.83	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-04110	BNSF RAILWAY COMPANY	1	1,815.11	N			
01-04240	NE DEPT OF REVENUE	3	75.00	N			
01-04420	SOUTHEAST NE DEV DIST	1	6,920.00	N			
01-04580	DEMCO	1	1,133.05	N			
01-04600	UNITED STATES POSTAL SERV	1	6,000.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	5	1,549.69	N			
01-05870	WEX BANK	1	10,171.40	N			
01-06160	DELL MARKETING L.P.	1	13,693.00	N			
01-08400	CREDIT MANAGEMENT SERVICE	4	913.93	N			
01-09090	WINDSTREAM	1	45.07	N			
01-09500	KNOX COMPANY	1	1,148.00	N			
01-1	MISCELLANEOUS VENDOR	3	24,765.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	3	4,427.50	N			
01-11010	VERIZON	1	1,194.34	N			
01-11190	MEAD LUMBER & RENTAL	2	103.15	N			
01-14410	LINCOLN WINWATERWORKS	7	5,028.14	N			
01-14470	FARMERS COOPERATIVE	1	109.14	N			
01-14880	ALFRED BENESCH & CO	1	1,819.50	N			
01-15560	TRUCK CENTER	2	1,277.61	N			
01-15930	STERICYCLE INC	1	638.66	N			
01-15940	MED-TECH RESOURCE INC	3	461.06	N			
01-15980	HDR ENGINEERING INC	2	7,341.34	N			
01-16290	MICHAELA STUHR	1	169.04	N			
01-16470	EMC FIRE	1	246.00	N			
01-16710	ONE CALL CONCEPTS INC	1	195.48	N			
01-16900	AQUA-CHEM INC	6	11,044.14	N			
01-16930	BRUCE WAGNER	1	231.54	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-17390	BENJAMIN J QUICK	1	9.68	Y			
01-18120	TERRI CARLSON	1	320.00	N			
01-18250	ABDO BOOKS	1	5,024.25	N			
01-18280	HIGHLAND PRODUCTS GROUP L	1	3,899.00	N			
01-18350	METERING & TECHNOLOGY SOL	2	5,094.14	N			
01-18410	REGIONAL CARE INC	1	37,940.56	N			
01-18820	DYNAMIC MEDIA	1	419.40	N			
01-19590	COLONIAL LIFE	4	770.30	N			
01-19600	AMERITAS	4	1,256.90	N			
01-19960	GPM ENVIRONMENTAL SOLUTIO	1	851.50	N			
01-20490	NEBRASKA STATE TREASURER'	1	30.00	N			
01-20690	KLUTE TRUCK EQUIPMENT	1	1,175.00	N			
01-20850	DEARBORN LIFE INSURANCE C	1	1,858.77	N			
01-21050	DOUGLAS J MELTON	1	880.00	Y			
01-21320	CULLIGAN	1	15.00	N			
01-21330	THOMAS MOMMENS	1	200.00	N			
01-21570	CHESTERMAN CO	1	219.80	N			
01-22050	HEAVY METAL SUPPLY CO	2	182.25	N			
01-22100	SLACK AUTO SUPPLY LLC	2	31.17	N			
01-22220	GRAHAM TIRE	1	131.00	N			
01-22660	SPECTRUM ENTERPRISE	2	1,076.86	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	4	1,728.17	N			
01-23080	SHERWIN-WILLIAMS	1	2,699.97	N			
01-23820	MACQUEEN EMERGENCY GROUP	1	1,051.05	N			
01-24120	FIRESPRING	1	160.00	N			
01-25080	DEARBORN NATIONAL-VOL FIR	1	190.00	N			
01-25100	NEBRASKA RURAL RADIO ASSO	2	587.50	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-25650	CARDMEMBER SERVICE	1	8,075.88	N		
01-25730	MUNSTER TINT & VINYL LLC	1	115.00	N		
01-25870	YORK SPRINKLERSYSTEMS	1	335.84	N		
01-25890	VESSCO INC	1	1,519.21	N		
01-26010	SOARIN GROUP	1	717.00	N		
01-26020	POMP'S TIRE SERVICE INC	1	604.00	N		
01-26300	CENTRAL STATES HYDRAULIC	1	3,240.71	N		
01-26770	MATT GEORGES	1	175.00	Y		
01-27210	MIDWEST AUTO PARTS INC.	33	2,258.32	N		
01-27440	LIVE WELL COUNSELING CENT	1	756.00	N		
01-27460	ESSENTIAL SCREENS	1	25.79	N		
01-27470	ROWE LAWN SERVICE	1	600.00	N		
01-27480	BRIAN ROWE	2	1,850.00	Y		
01-28230	STANDARD INS CO	1	4,196.10	N		
01-28360	DARRELL TRAUDT	1	78.06	Y		
01-28510	LEE ENT ADVERTISING	2	1,629.29	N		
01-28540	AMAZON BUSINESS	16	1,621.71	N		
01-28570	ERIC ECKERT	2	600.00	N		
01-28730	PRIMARY PHARMACEUTICALS	2	1,146.83	N		
01-29270	ALLO	1	1,743.39	N		
01-29610	BENEFIT PLANSADMINISTRAT	1	800.00	N		
01-29670	BRITTANY STEINER	1	33.72	N		
01-29760	TAYLOR KELLER	1	80.76	N		
01-29900	FIRST WIRELESS INC	1	5,260.06	N		
01-29970	AUTO ZONE	1	151.21	N		
01-29980	BOMGAARS	1	500.86	N		
01-30150	CARRIE REMMERS	3	159.41	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-30180	BAUER INFRASTRUCTURE	2	336,803.77	Y			
01-30250	POSITIVE CONCEPTS	1	230.00	N			
01-30670	BRANDON KOCH	1	133.88	N			
01-30740	YORK HIGH SCHOOL	1	50.00	N			
01-30960	INFOBASE	1	837.99	N			
01-31130	DINGES PARTNERS GROUP LLC	2	3,984.80	N			
01-31140	THE CAR CLINIC LLC	2	2,363.80	Y			
01-31460	WHITE CAP	1	601.63	N			
01-31490	VESTIS	6	1,159.02	N			
01-31510	HD SUPPLY	2	1,978.53	N			
01-31890	AUTOMATIC SYSTEMS GROUP L	1	1,946.73	Y			
01-31910	YODER DIRECTIONALDRILLIN	1	5,975.00	N			
01-31920	RIVERSIDE TECHNOLOGIES IN	2	7,939.50	N			
01-31930	CREATIVE EMPIRE LLC	1	1,150.00	N			
01-31950	JAMES PAUL	1	54.44	N			
*** REPORT TOTALS ***		399	999,823.67				
		Payroll	193,278.09				
		Total	1,193,101.76				

SELECTION CRITERIA

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

TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 8/16/2024 THRU 9/05/2024	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

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

RESOLUTION 2024-21

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

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

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

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

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

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

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

PASSED AND APPROVED this 5th day of September, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
		Large Grain Bin – appr 18,000 bushels		+/- \$800	
		Small Grain Bin – appr 5,500 bushels, drying system component panel		+/- \$600	

SDL – LOCAL RECOMMENDATION

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

078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl - cornhole tournament / fundraiser

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 9/28/24

Event start time(s): 12:00 pm

Event end time(s): 5:00 pm

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

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Jan Hurlbut Event contact phone number: (402) 366-3797

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Jan Hurlbut

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

WyAd Enterprises LLC Proposal

1903 N Division Ave York NE 68467

Cell: 402-366-8158 Email: sheldon@wyadco.com

Project: York Wastewater Lagoons Date: 8/6/2024

Option 1: All Hourly Prices

Long Reach Excavator: \$190/hr Transportation and Cleanup Billed Hourly Also

Side Dump: \$145/hr Transportation and Cleanup Billed Hourly Also

Partial or No Trucking is an option if City wants to truck

Option 2: Guaranteed Price

WyAd Dredges with Long Reach, Hauls Est. 2500 Yards to Landfill	\$24,825.00
---	-------------

Total:	\$24,825.00
--------	-------------

Thank you for your consideration, we look forward to working for you. Please reach out if you have any questions at all.



2023-2024

**Annual
Appropriations
Bill**

DRAFT

**2023-2024
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

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

This budget is for the Period October 1, 2023 through September 30, 2024

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

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

\$	1,950,822.49	Property Taxes for Non-Bond Purposes
\$	-	Principal and Interest on Bonds
\$	1,950,822.49	Total Personal and Real Property Tax Required

Projected Outstanding Bonded Indebtedness as of October 1, 2023
(As of the Beginning of the Budget Year)

Principal	\$	25,320,000.00
Interest	\$	2,497,795.00
Total Bonded Indebtedness	\$	27,817,795.00

\$ 684,499,118 **Total Certified Valuation (All Counties)**
*(Certification of Valuation(s) from County Assessor **MUST** be attached)*

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2022 through June 30, 2023?

YES NO

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

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2022 through June 30, 2023?

YES NO

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

APA Contact Information

Auditor of Public Accounts
PO Box 98917
Lincoln, NE 68509

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

Website: auditors.nebraska.gov

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

Submission Information

Budget Due by 9-30-2023

Submit budget to:

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

City of York in York County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2021 - 2022 (Column 1)	Actual/Estimated 2022 - 2023 (Column 2)	Adopted Budget 2023 - 2024 (Column 3)
1	Net Cash Balance	\$ 8,230,481.67	\$ 12,486,884.80	\$ 9,152,149.45
2	Investments	\$ 22,174,620.57	\$ 27,360,152.29	\$ 28,020,060.55
3	County Treasurer's Balance	\$ 88,670.95	\$ 53,161.45	\$ 50,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 30,493,773.19	\$ 39,900,198.54	\$ 37,222,210.00
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 2,020,624.00	\$ 1,838,609.00	\$ 1,931,507.42
7	Federal Receipts	\$ 994,697.87	\$ 495,538.00	\$ 6,875,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 4,780.00	\$ 5,135.00	\$ 4,000.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 1,082,272.00	\$ 1,146,903.00	\$ 1,253,898.00
11	State Receipts: Motor Vehicle Fee	\$ 79,752.00	\$ 72,000.00	\$ 72,000.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 117,244.00	\$ 111,255.00	\$ 113,140.00
14	State Receipts: Other			
15	State Receipts: Property Tax Credit	\$ -	\$ 102,550.00	
16	Local Receipts: Nameplate Capacity Tax			
17	Local Receipts: Motor Vehicle Tax	\$ 210,870.00	\$ 220,000.00	\$ 220,000.00
18	Local Receipts: Local Option Sales Tax	\$ 6,231,847.00	\$ 6,778,568.00	\$ 6,550,132.00
19	Local Receipts: In Lieu of Tax	\$ 128,309.00	\$ 125,105.00	\$ 100,000.00
20	Local Receipts: Other	\$ 28,059,385.00	\$ 20,073,529.46	\$ 26,300,269.00
21	Transfers In of Surplus Fees			
22	Transfers In Other Than Surplus Fees	\$ 8,192,523.48	\$ 12,882,185.00	\$ 11,819,179.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 77,616,077.54	\$ 83,751,576.00	\$ 92,461,335.42
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 37,715,879.00	\$ 46,529,366.00	\$ 65,835,607.00
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 39,900,198.54	\$ 37,222,210.00	\$ 26,625,728.42
27	Cash Reserve Percentage			102%
PROPERTY TAX RECAP		Tax from Line 6		\$ 1,931,507.42
		County Treasurer Commission at 1%		\$ 19,315.07
		Total Property Tax Requirement		\$ 1,950,822.49

City of York in York County

To Assist the County For Levy Setting Purposes

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

Property Tax Request by Fund:	Property Tax Request
General Fund	\$ 1,950,822.49
Bond Fund	\$ -
_____ Fund	
_____ Fund	
Total Tax Request	** \$ 1,950,822.49

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

Cash Reserve Funds

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

Special Reserve Fund Name	Amount
American Rescue Plan (ARPA) Funds	\$ 494,514.00
Enterprise Funds	\$ 16,165,478.00
Fire Station Sinking Fund	\$ 341,950.00
Total Special Reserve Funds	\$ 17,001,942.00
Total Cash Reserve	\$ 26,625,728.42
Remaining Cash Reserve	\$ 9,623,786.42
Remaining Cash Reserve %	37%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

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

Transfer From: _____ Transfer To: _____
 Amount: _____

Reason:

Transfer From: _____ Transfer To: _____
 Amount: _____

Reason:

Transfer From: _____ Transfer To: _____
 Amount: _____

Reason:

City of York in York County

Line No.	2023-2024 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,819,112.00	\$ 8,324,110.00	\$ 330,000.00			\$ 11,380,690.00	\$ 22,853,912.00
3	Public Safety - Police and Fire	\$ 5,825,391.00		\$ 448,801.00				\$ 6,274,192.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 1,942,405.00	\$ 2,661,800.00	\$ 408,900.00	\$ 1,120,197.00		\$ 166,329.00	\$ 6,299,631.00
6	Public Works - Other	\$ 511,722.00	\$ 372,000.00	\$ 12,000.00				\$ 895,722.00
7	Public Health and Social Services							\$ -
8	Culture and Recreation	\$ 3,885,880.00	\$ 509,000.00	\$ 1,082,508.00				\$ 5,477,388.00
9	Community Development	\$ 1,657,647.00	\$ 7,367,977.00	\$ 56,000.00	\$ 1,273,975.00	\$ -	\$ 272,160.00	\$ 10,627,759.00
10	Miscellaneous							\$ -
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 1,291,155.00	\$ 3,454,754.00	\$ 173,000.00	\$ 324,279.00			\$ 5,243,188.00
17	Transportation							\$ -
18	Wastewater	\$ 1,420,339.00	\$ 1,865,000.00	\$ 52,400.00	\$ 1,468,829.00			\$ 4,806,568.00
19	Water	\$ 1,842,856.00	\$ 715,000.00	\$ 101,400.00	\$ 697,991.00			\$ 3,357,247.00
20	Other							\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 21,196,507.00	\$ 25,269,641.00	\$ 2,665,009.00	\$ 4,885,271.00	\$ -	\$ 11,819,179.00	\$ 65,835,607.00

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

City of York in York County

Line No.	2022-2023 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,809,906.00	\$ 3,457,810.00	\$ 27,000.00			\$ 12,447,597.00	\$ 18,742,313.00
3	Public Safety - Police and Fire	\$ 4,962,690.00	\$ 8,000.00	\$ 750,108.00				\$ 5,720,798.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 1,442,146.00	\$ 4,196,019.00	\$ 112,922.00	\$ 1,344,908.00		\$ 164,828.00	\$ 7,260,823.00
6	Public Works - Other	\$ 465,934.00	\$ 15,000.00	\$ 36,000.00				\$ 516,934.00
7	Public Health and Social Services							\$ -
8	Culture and Recreation	\$ 3,314,904.76	\$ 238,130.79	\$ 356,731.45				\$ 3,909,767.00
9	Community Development	\$ 262,516.00	\$ 728,841.00		\$ 1,058,354.00		\$ 269,760.00	\$ 2,319,471.00
10	Miscellaneous							\$ -
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 1,078,998.00	\$ 686,811.00	\$ 60,000.00	\$ 469,803.00			\$ 2,295,612.00
17	Transportation							\$ -
18	Wastewater	\$ 1,309,142.00	\$ 240,000.00	\$ 50,000.00	\$ 1,414,844.00			\$ 3,013,986.00
19	Water	\$ 1,457,298.00	\$ 510,000.00	\$ 78,000.00	\$ 704,364.00			\$ 2,749,662.00
20	Other							\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 17,103,534.76	\$ 10,080,611.79	\$ 1,470,761.45	\$ 4,992,273.00	\$ -	\$ 12,882,185.00	\$ 46,529,366.00

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

City of York in York County

Line No.	2021-2022 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,693,455.00		\$ 1,888,114.00			\$ 7,992,545.00	\$ 12,574,114.00
3	Public Safety - Police and Fire	\$ 4,279,028.00		\$ 173,729.00				\$ 4,452,757.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 1,449,450.00	\$ 1,317,572.00	\$ 289,923.00	\$ 692,907.00		\$ 106,082.00	\$ 3,855,934.00
6	Public Works - Other	\$ 514,528.00	\$ 6,797.00	\$ 331,914.00				\$ 853,239.00
7	Public Health and Social Services							\$ -
8	Culture and Recreation	\$ 2,738,414.55	\$ 161,873.64	\$ 1,008,184.81				\$ 3,908,473.00
9	Community Development	\$ 465,511.59		\$ 817,640.19	\$ 587,867.74		\$ 93,896.48	\$ 1,964,916.00
10	Miscellaneous							\$ -
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 1,336,130.58	\$ 2,736,453.42	\$ 928,600.00	\$ 179,892.00			\$ 5,181,076.00
17	Transportation							\$ -
18	Wastewater	\$ 1,413,153.63	\$ 33,269.08	\$ 71,311.29	\$ 1,332,315.00			\$ 2,850,049.00
19	Water	\$ 1,160,405.85	\$ 149,136.39	\$ 67,107.76	\$ 698,671.00			\$ 2,075,321.00
20	Other							\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 16,050,077.20	\$ 4,405,101.53	\$ 5,576,524.05	\$ 3,491,652.74	\$ -	\$ 8,192,523.48	\$ 37,715,879.00

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

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

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

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

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

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

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

City of York in York County

2023-2024 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	1,950,822.49
Motor Vehicle Pro-Rate	(2)	\$	4,000.00
In-Lieu of Tax Payments	(3)	\$	100,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	165,341.00 (4)
LESS: Amount Spent During 2022-2023		\$	165,341.00 (5)
LESS: Amount Expected to be Spent in Future Budget Years		\$	- (6)
Amount to be included as Restricted Funds (Cannot Be A Negative Number)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	220,000.00
Local Option Sales Tax	(9)	\$	6,550,132.00
Transfers of Surplus Fees	(10)	\$	-
Highway Allocation and Incentives	(11)	\$	1,253,898.00
	(12)		
Motor Vehicle Fee	(13)	\$	72,000.00
Municipal Equalization Fund	(14)	\$	113,140.00
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	10,263,992.49

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	355,000.00 (17)
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)			
Agrees to Line (6).		\$	- (18)
Allowable Capital Improvements	(19)	\$	355,000.00
Bonded Indebtedness	(20)	\$	1,999,661.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	560,497.51
Public Safety Communication Project (Statute 86-416)	(23)		
Benefits Paid Under the Firefighter Cancer Benefits Act	(23a)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	2,915,158.51

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)		\$	7,348,833.98
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>			

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

City of York in York County

2023-2024 CAPITAL IMPROVEMENT LID EXEMPTIONS

<u>Description of Capital Improvement</u>	<u>Amount Budgeted</u>
Land purchase for economic development	\$ 355,000.00

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

\$ 355,000.00

Municipality Levy Limit Form

City of York in York County

Municipality Levy

Personal and Real Property Tax Request	(1)	1,950,822.49
Judgments (Not Paid by Liability Insurance)	(2)	0.00
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00
Bonded Indebtedness	(4)	0.00
Interest Free Financing (Public Airports)	(5)	0.00
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00
Total Levy Exemptions	(7)	0.00
Tax Request Subject to Levy Limit	(8)	1,950,822.49
Valuation	(9)	684,499,118
Municipality Levy Subject to Levy Authority	(10)	0.285000
Levy Authority Allocated to Others-		
Airport Authority	(11)	0.000000
Community Redevelopment Authority	(12)	0.000000
Transit Authority	(13)	0.000000
Off Street Parking District Valuation	(14)	<input style="width: 100px; height: 15px;" type="text"/>
Off Street Parking District Levy (Statute 77-3443(2))	(15)	<input style="width: 100px; height: 15px; text-align: center;" type="text" value="0.000000"/>
Other	(16)	0.000000
Total Levy for Compliance Purposes	(17)	0.285000 (A)

Levy Authority

Municipality Levy Limit	(18)	0.450000
Municipality property taxes designated for interlocal agreements	(19)	<input style="width: 100px; height: 15px;" type="text"/>
Total Municipality Levy Authority	(20)	0.450000 (B)
Voter Approved Levy Override	(21)	0.000000 (C)

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

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

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

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

City of York in York County

2023-2024 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

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

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 1,983,244.00
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

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

Real Growth Percentage Increase

$$\frac{6,477,302.00}{2023 \text{ Real Growth Value per Assessor}} \div \frac{594,642,448.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{1.09} \% (3)$$

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

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 3.09 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 61,282.24

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 2,044,526.24

ACTUAL PROPERTY TAX REQUEST

2023-2024 ACTUAL Total Property Tax Request (7) \$ 1,950,822.49
(Total Personal and Real Property Tax Required from Cover Page)

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

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

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

City of York
IN
York County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 31 day of August 2023, at 5:30 o'clock P.M., at the Municipal Building for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2021-2022 Actual Disbursements & Transfers	\$	37,715,879.00
2022-2023 Actual/Estimated Disbursements & Transfers	\$	46,529,366.00
2023-2024 Proposed Budget of Disbursements & Transfers	\$	65,835,607.00
2023-2024 Necessary Cash Reserve	\$	26,625,728.42
2023-2024 Total Resources Available	\$	92,461,335.42
Total 2023-2024 Personal & Real Property Tax Requirement	\$	1,950,822.49
Unused Budget Authority Created For Next Year	\$	3,952.13

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$	1,950,822.49
Personal and Real Property Tax Required for Bonds	\$	-

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 7 day of September 2023, at 5:30 o'clock P.M., at the Municipal Building for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2022	2023	Change
Operating Budget	63,011,993.00	65,835,607.00	4%
Property Tax Request	\$ 1,983,244.00	\$ 1,950,822.49	-2%
Valuation	639,756,195	684,499,118	7%
Tax Rate	0.310000	0.285000	-8%
Tax Rate if Prior Tax Request was at Current Valuation	0.289737		

CERTIFICATION OF TAXABLE VALUE FOR COUNTIES AND CITIES

TAX YEAR 2023

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

To: YORK CITY

TAXABLE VALUE LOCATED IN THE COUNTY OF YORK COUNTY, NE

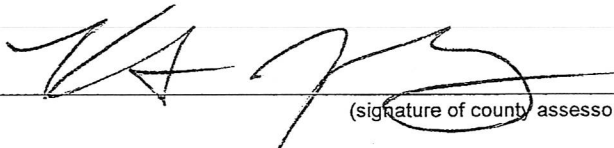
Name of Political Subdivision	Subdivision Type	Value attributable to Growth	Total Taxable Value	Real Growth Value a	Prior Year Total Real Property Valuation	Real Growth Percentage b
YORK GENERAL	City	\$4,926,841	\$684,499,118	\$6,477,302	\$594,642,448	1.08928%

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

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

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

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



 (signature of county assessor)

08/18/2023

 (date)

CC: County Clerk, York County, NE County

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

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

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (July 2023)



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

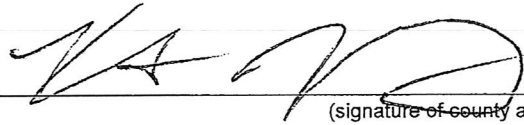
TAX YEAR 2023
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

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

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
YORKREDEVL3LEVANDER	\$24,605	\$381,302

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


(signature of county assessor)



08/18/2023
(date)

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

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (July 2023)

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

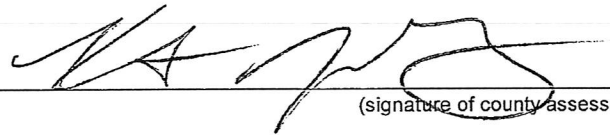
TAX YEAR 2023
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

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

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
YORK BeavCrkProd	\$210,738	\$511,725

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


(signature of county assessor)



08/18/2023
(date)

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

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (July 2023)

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

TAX YEAR 2023
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

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

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
CRA YORK-NUTRITION SERVICE	\$187,687	\$2,142,031

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


(signature of county assessor)



08/18/2023
(date)

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

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (July 2023)

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

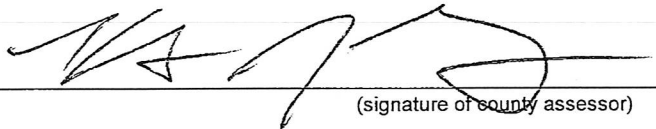
TAX YEAR 2023
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

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

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
YORKREDEVEL BUKASKEBUILD	\$46,270	\$375,747

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


(signature of county assessor)



08/18/2023
(date)

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

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (July 2023)

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

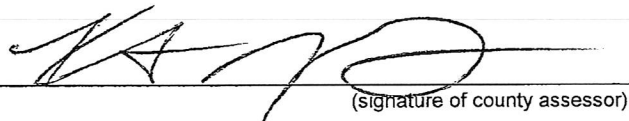
TAX YEAR 2023
{certification required annually}

TO City or Community Redevelopment Authority (CRA):

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

NAME of TIF PROJECT	TIF BASE VALUE	TIF EXCESS VALUE
YORK CREEKSIDEAPTS	\$81,225	\$4,351,574

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


(signature of county assessor)



08/18/2023
(date)

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

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division (July 2023)

RESOLUTION NO. 2043-22

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

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

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

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

PASSED AND APPROVED THIS 5th day of September, 2024.

Barry Redfern, Mayor

Attest:

Amanda Ring, City Clerk

Councilmember _____ moved and Councilmember _____
seconded that Resolution 2024-22 be approved.

Ayes: _____

Nays: _____

RESOLUTION NO. 2024-23

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 2024-2025 property tax request be set
 General Fund: \$ 2,001,116.00
 Bond Fund: \$ 0.00
- 2) The total assessed value of property differs from last year’s total assessed value by three 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 \$0.277837 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 two percent.
- 6) A copy of this resolution will be certified and forwarded to the County Clerk on or before October 15, 2024.

PASSED AND APPROVED THIS 7th day of September, 2023.

Amanda Ring, City Clerk

Barry Redfern, Mayor

Councilmember _____ moved and Councilmember _____ seconded that Resolution 2024-23 be approved.

Ayes: _____

Nays: _____

ORDINANCE NO. 2376

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

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

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

Section 2. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2024 through September 30, 2025. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of York, Nebraska. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of York County, Nebraska, for use by the levying authority.

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

PASSED AND APPROVED this 5th day of September, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2371

AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 54 OF THE MUNICIPAL CODE OF THE CITY OF YORK, NEBRASKA, PRESCRIBING SEWER RATES, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

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

Section 1.

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

- | | | |
|-----|--|------------|
| (a) | Usage Charge per 100 cubic feet | \$2.35 |
| | Usage Charge over 1,000,000 cubic feet | \$2.84 |
| (b) | The bi-monthly rates to be charged to users shall be determined by meter size, as follows: | |
| | Minimum per household | \$58.31 |
| | 5/8 and 3/4 inch | \$58.31 |
| | 1 inch | \$93.65 |
| | 1 ½ inch | \$244.40 |
| | 2 inch | \$414.21 |
| | 3 inch | \$845.84 |
| | 4 inch | \$1,564.70 |
| | 6 inch | \$3,051.63 |

The balance of said section to remain unchanged.

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

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

PASSED AND APPROVED by the York City Council this 5th day of September, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2372

AN ORDINANCE TO AMEND A PORTION OF CHAPTER 40, GARBAGE AND TRASH, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Chapter 16, Garbage and Trash, be amended as follows:

Sec. 16-31 Rates for Use of Solid Waste Receiving Center:

The following rates shall be charged for receiving of garbage, junk, refuse, rubbish or solid waste at the York Area Solid Waste Agency and waste receiving center and any other approved disposal facility:

The following rates will be effective October 1, 2024:

Disposal Fees:

Minimum Charge (flat fee).....	\$15.00
MSW/Landfill Disposal, Per Ton.....	\$67.00
Trees and Yard Waste, Per Ton.....	\$43.00
Construction & Demolition Site; Per Ton	\$53.00
Special Waste, Per Ton.....	\$134.00
Concrete/Brick/Dirt, Per Ton.....	\$15.00
Appliances, Each.....	\$15.00
Mattress & Box Springs Surcharge, Each	\$20.00

Tires

Smaller than 17", Each.....	\$10.00
On Rim.....	\$20.00
18" to 24", Each.....	\$15.00
On Rim.....	\$30.00
25" and Larger, Each.....	\$30.00
On Rim.....	\$75.00

Conveyances not removed from the landfill site by the closing hour will be charged for the incremental time on site after the closing hour at the rate of one hundred (\$100.00) dollars per hour.

Conveyances not covered will be charged a fee equal to two (2) times the disposal rate.

Section 2. That said fees shall be in full force and effect October 1, 2024.

Section 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED AND APPROVED this 5th day of September, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

RESOLUTION NO. 2024-24

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 23, 2024, pursuant to authority granted in Ordinance No. 2377 of the City of York. BE IT FURTHER RESOLVED that the 2024-2025 Budget includes 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	Parks Supervisor	44.5
*	City Treasurer	50.5	Plant Operator I – Wastewater	38.5
	Convention Center Coordinator	34.0	Plant Operator II – Wastewater	41.0
*	Convention Center Director	47.0	Plant Operator III – Wastewater	43.5
	Custodian I	30.5	* Plant Superintendent – Wastewater	46.5
	Custodian II	34.5	* Police Captain	49.5
	Custodian Supervisor	36.0	Police Chief	52.0
	Equipment Mechanic	42.0	Police Officer	P-1
	Fire Captain	F-4	Police Sergeant	P-2
*	Fire Chief	52.0	* Public Works Clerk	36.5
	Fire Medic I	F-1	* Public Works Director – Engineer	53.5
	Fire Medic II	F-2	Public Works Director – Non-Engineer	51.0
	Fire Medic III	F-3	* Records Administrator	37.0
	Foreman I	40.0	Recreation Coordinator	40.5
	Foreman II	42.0	Secretary I	34.0
*	Human Resources Director	50.0	Secretary II	35.5
	Laborer	35.0	Support Services Officer	32.5
	Landfill Clerk	35.0	System Operator I – Water	37.0
	Landfill Operator	37.5	System Operator II – Water	40.0
	Landfill Superintendent	41.5	Utilities Billing Manager	39.5
	Librarian	35.5	Water Superintendent	46.5

(*denotes exempt employee)

PASSED AND APPROVED THIS 5th day of September, 2024.

Amanda Ring, City Clerk

Barry Redfern, Mayor

ORDINANCE NO. 2377

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

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

Section 1. That Chapter 2 Administration be amended to read as attached hereto:

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

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

PASSED AND APPROVED this 5th day of September, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

CITY OF YORK								
2024-2025 PAY SCHEDULES (Effective 9/23/24)								
Pay								
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
30.0	M	2546.47	2673.79	2807.48	2947.85	3095.25	3250.01	3412.51
	A	30,558	32,085	33,690	35,374	37,143	39,000	40,950
	H	14.691	15.426	16.197	17.007	17.857	18.750	19.688
	B	1175.29	1234.06	1295.76	1360.55	1428.58	1500.00	1575.00
30.5	M	2610.13	2740.64	2877.67	3021.55	3172.63	3331.26	3497.82
	A	31,322	32,888	34,532	36,259	38,072	39,975	41,974
	H	15.058	15.811	16.602	17.432	18.304	19.219	20.180
	B	1204.68	1264.91	1328.15	1394.56	1464.29	1537.50	1614.38
31.0	M	2673.79	2807.48	2947.85	3095.25	3250.01	3412.51	3583.14
	A	32,085	33,690	35,374	37,143	39,000	40,950	42,998
	H	15.426	16.197	17.007	17.857	18.750	19.688	20.672
	B	1234.06	1295.76	1360.55	1428.58	1500.00	1575.00	1653.75
31.5	M	2740.64	2877.67	3021.55	3172.63	3331.26	3497.82	3672.71
	A	32,888	34,532	36,259	38,072	39,975	41,974	44,073
	H	15.811	16.602	17.432	18.304	19.219	20.180	21.189
	B	1264.91	1328.15	1394.56	1464.29	1537.50	1614.38	1695.10
32.0	M	2807.48	2947.85	3095.25	3250.01	3412.51	3583.14	3762.29
	A	33,690	35,374	37,143	39,000	40,950	42,998	45,148
	H	16.197	17.007	17.857	18.750	19.688	20.672	21.706
	B	1295.76	1360.55	1428.58	1500.00	1575.00	1653.75	1736.44
32.5	M	2877.67	3021.55	3172.63	3331.26	3497.82	3672.71	3856.35
	A	34,532	36,259	38,072	39,975	41,974	44,073	46,276
	H	16.602	17.432	18.304	19.219	20.180	21.189	22.248
	B	1328.15	1394.56	1464.29	1537.50	1614.38	1695.10	1779.85
33.0	M	2947.85	3095.25	3250.01	3412.51	3583.14	3762.29	3950.41
	A	35,374	37,143	39,000	40,950	42,998	45,148	47,405
	H	17.007	17.857	18.750	19.688	20.672	21.706	22.791
	B	1360.55	1428.58	1500.00	1575.00	1653.75	1736.44	1823.26
33.5	M	3021.55	3172.63	3331.26	3497.82	3672.71	3856.35	4049.17
	A	36,259	38,072	39,975	41,974	44,073	46,276	48,590
	H	17.432	18.304	19.219	20.180	21.189	22.248	23.361
	B	1394.56	1464.29	1537.50	1614.38	1695.10	1779.85	1868.85
34.0	M	3095.25	3250.01	3412.51	3583.14	3762.29	3950.41	4147.93
	A	37,143	39,000	40,950	42,998	45,148	47,405	49,775
	H	17.857	18.750	19.688	20.672	21.706	22.791	23.930
	B	1428.58	1500.00	1575.00	1653.75	1736.44	1823.26	1914.43
34.5	M	3172.63	3331.26	3497.82	3672.71	3856.35	4049.17	4251.63
	A	38,072	39,975	41,974	44,073	46,276	48,590	51,020
	H	18.304	19.219	20.180	21.189	22.248	23.361	24.529
	B	1464.29	1537.50	1614.38	1695.10	1779.85	1868.85	1962.29

CITY OF YORK
2024-2025 PAY SCHEDULES (Effective 9/23/24)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
35.0	M	3250.01	3412.51	3583.14	3762.29	3950.41	4147.93	4355.32
	A	39,000	40,950	42,998	45,148	47,405	49,775	52,264
	H	18.750	19.688	20.672	21.706	22.791	23.930	25.127
	B	1500.00	1575.00	1653.75	1736.44	1823.26	1914.43	2010.15
35.5	M	3331.26	3497.82	3672.71	3856.35	4049.17	4251.63	4464.21
	A	39,975	41,974	44,073	46,276	48,590	51,020	53,570
	H	19.219	20.180	21.189	22.248	23.361	24.529	25.755
	B	1537.50	1614.38	1695.10	1779.85	1868.85	1962.29	2060.40
36.0	M	3412.51	3583.14	3762.29	3950.41	4147.93	4355.32	4573.09
	A	40,950	42,998	45,148	47,405	49,775	52,264	54,877
	H	19.688	20.672	21.706	22.791	23.930	25.127	26.383
	B	1575.00	1653.75	1736.44	1823.26	1914.43	2010.15	2110.66
36.5	M	3497.82	3672.71	3856.35	4049.17	4251.63	4464.21	4687.42
	A	41,974	44,073	46,276	48,590	51,020	53,570	56,249
	H	20.180	21.189	22.248	23.361	24.529	25.755	27.043
	B	1614.38	1695.10	1779.85	1868.85	1962.29	2060.40	2163.42
37.0	M	3583.14	3762.29	3950.41	4147.93	4355.32	4573.09	4801.74
	A	42,998	45,148	47,405	49,775	52,264	54,877	57,621
	H	20.672	21.706	22.791	23.930	25.127	26.383	27.702
	B	1653.75	1736.44	1823.26	1914.43	2010.15	2110.66	2216.19
37.5	M	3672.71	3856.35	4049.17	4251.63	4464.21	4687.42	4921.79
	A	44,073	46,276	48,590	51,020	53,570	56,249	59,061
	H	21.189	22.248	23.361	24.529	25.755	27.043	28.395
	B	1695.10	1779.85	1868.85	1962.29	2060.40	2163.42	2271.59
38.0	M	3762.29	3950.41	4147.93	4355.32	4573.09	4801.74	5041.83
	A	45,148	47,405	49,775	52,264	54,877	57,621	60,502
	H	21.706	22.791	23.930	25.127	26.383	27.702	29.087
	B	1736.44	1823.26	1914.43	2010.15	2110.66	2216.19	2327.00
38.5	M	3856.35	4049.17	4251.63	4464.21	4687.42	4921.79	5167.88
	A	46,276	48,590	51,020	53,570	56,249	59,061	62,015
	H	22.248	23.361	24.529	25.755	27.043	28.395	29.815
	B	1779.85	1868.85	1962.29	2060.40	2163.42	2271.59	2385.17
39.0	M	3950.41	4147.93	4355.32	4573.09	4801.74	5041.83	5293.92
	A	47,405	49,775	52,264	54,877	57,621	60,502	63,527
	H	22.791	23.930	25.127	26.383	27.702	29.087	30.542
	B	1823.26	1914.43	2010.15	2110.66	2216.19	2327.00	2443.35
39.5	M	4049.17	4251.63	4464.21	4687.42	4921.79	5167.88	5426.27
	A	48,590	51,020	53,570	56,249	59,061	62,015	65,115
	H	23.361	24.529	25.755	27.043	28.395	29.815	31.305
	B	1868.85	1962.29	2060.40	2163.42	2271.59	2385.17	2504.43

CITY OF YORK
2024-2025 PAY SCHEDULES (Effective 9/23/24)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40.0	M	4147.93	4355.32	4573.09	4801.74	5041.83	5293.92	5558.62
	A	49,775	52,264	54,877	57,621	60,502	63,527	66,703
	H	23.930	25.127	26.383	27.702	29.087	30.542	32.069
	B	1914.43	2010.15	2110.66	2216.19	2327.00	2443.35	2565.52
40.5	M	4251.63	4464.21	4687.42	4921.79	5167.88	5426.27	5697.59
	A	51,020	53,570	56,249	59,061	62,015	65,115	68,371
	H	24.529	25.755	27.043	28.395	29.815	31.305	32.871
	B	1962.29	2060.40	2163.42	2271.59	2385.17	2504.43	2629.65
41.0	M	4355.32	4573.09	4801.74	5041.83	5293.92	5558.62	5836.55
	A	52,264	54,877	57,621	60,502	63,527	66,703	70,039
	H	25.127	26.383	27.702	29.087	30.542	32.069	33.672
	B	2010.15	2110.66	2216.19	2327.00	2443.35	2565.52	2693.79
41.5	M	4464.21	4687.42	4921.79	5167.88	5426.27	5697.59	5982.46
	A	53,570	56,249	59,061	62,015	65,115	68,371	71,790
	H	25.755	27.043	28.395	29.815	31.305	32.871	34.514
	B	2060.40	2163.42	2271.59	2385.17	2504.43	2629.65	2761.14
42.0	M	4573.09	4801.74	5041.83	5293.92	5558.62	5836.55	6128.38
	A	54,877	57,621	60,502	63,527	66,703	70,039	73,541
	H	26.383	27.702	29.087	30.542	32.069	33.672	35.356
	B	2110.66	2216.19	2327.00	2443.35	2565.52	2693.79	2828.48
42.5	M	4687.42	4921.79	5167.88	5426.27	5697.59	5982.46	6281.59
	A	56,249	59,061	62,015	65,115	68,371	71,790	75,379
	H	27.043	28.395	29.815	31.305	32.871	34.514	36.240
	B	2163.42	2271.59	2385.17	2504.43	2629.65	2761.14	2899.19
43.0	M	4801.74	5041.83	5293.92	5558.62	5836.55	6128.38	6434.80
	A	57,621	60,502	63,527	66,703	70,039	73,541	77,218
	H	27.702	29.087	30.542	32.069	33.672	35.356	37.124
	B	2216.19	2327.00	2443.35	2565.52	2693.79	2828.48	2969.91
43.5	M	4921.79	5167.88	5426.27	5697.59	5982.46	6281.59	6595.67
	A	59,061	62,015	65,115	68,371	71,790	75,379	79,148
	H	28.395	29.815	31.305	32.871	34.514	36.240	38.052
	B	2271.59	2385.17	2504.43	2629.65	2761.14	2899.19	3044.15
44.0	M	5041.83	5293.92	5558.62	5836.55	6128.38	6434.80	6756.54
	A	60,502	63,527	66,703	70,039	73,541	77,218	81,078
	H	29.087	30.542	32.069	33.672	35.356	37.124	38.980
	B	2327.00	2443.35	2565.52	2693.79	2828.48	2969.91	3118.40
44.5	M	5167.88	5426.27	5697.59	5982.46	6281.59	6595.67	6925.45
	A	62,015	65,115	68,371	71,790	75,379	79,148	83,105
	H	29.815	31.305	32.871	34.514	36.240	38.052	39.955
	B	2385.17	2504.43	2629.65	2761.14	2899.19	3044.15	3196.36

CITY OF YORK								
2024-2025 PAY SCHEDULES (Effective 9/23/24)								
Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
45.0	M	5293.92	5558.62	5836.55	6128.38	6434.80	6756.54	7094.36
	A	63,527	66,703	70,039	73,541	77,218	81,078	85,132
	H	30.542	32.069	33.672	35.356	37.124	38.980	40.929
	B	2443.35	2565.52	2693.79	2828.48	2969.91	3118.40	3274.32
45.5	M	5426.27	5697.59	5982.46	6281.59	6595.67	6925.45	7271.72
	A	65,115	68,371	71,790	75,379	79,148	83,105	87,261
	H	31.305	32.871	34.514	36.240	38.052	39.955	41.952
	B	2504.43	2629.65	2761.14	2899.19	3044.15	3196.36	3356.18
46.0	M	5558.62	5836.55	6128.38	6434.80	6756.54	7094.36	7449.08
	A	66,703	70,039	73,541	77,218	81,078	85,132	89,389
	H	32.069	33.672	35.356	37.124	38.980	40.929	42.975
	B	2565.52	2693.79	2828.48	2969.91	3118.40	3274.32	3438.04
46.5	M	5697.59	5982.46	6281.59	6595.67	6925.45	7271.72	7635.31
	A	68,371	71,790	75,379	79,148	83,105	87,261	91,624
	H	32.871	34.514	36.240	38.052	39.955	41.952	44.050
	B	2629.65	2761.14	2899.19	3044.15	3196.36	3356.18	3523.99
47.0	M	5836.55	6128.38	6434.80	6756.54	7094.36	7449.08	7821.54
	A	70,039	73,541	77,218	81,078	85,132	89,389	93,858
	H	33.672	35.356	37.124	38.980	40.929	42.975	45.124
	B	2693.79	2828.48	2969.91	3118.40	3274.32	3438.04	3609.94
47.5	M	5982.46	6281.59	6595.67	6925.45	7271.72	7635.31	8017.07
	A	71,790	75,379	79,148	83,105	87,261	91,624	96,205
	H	34.514	36.240	38.052	39.955	41.952	44.050	46.252
	B	2761.14	2899.19	3044.15	3196.36	3356.18	3523.99	3700.19
48.0	M	6128.38	6434.80	6756.54	7094.36	7449.08	7821.54	8212.61
	A	73,541	77,218	81,078	85,132	89,389	93,858	98,551
	H	35.356	37.124	38.980	40.929	42.975	45.124	47.380
	B	2828.48	2969.91	3118.40	3274.32	3438.04	3609.94	3790.44
48.5	M	6281.59	6595.67	6925.45	7271.72	7635.31	8017.07	8417.93
	A	75,379	79,148	83,105	87,261	91,624	96,205	101,015
	H	36.240	38.052	39.955	41.952	44.050	46.252	48.565
	B	2899.19	3044.15	3196.36	3356.18	3523.99	3700.19	3885.20
49.0	M	6434.80	6756.54	7094.36	7449.08	7821.54	8212.61	8623.24
	A	77,218	81,078	85,132	89,389	93,858	98,551	103,479
	H	37.124	38.980	40.929	42.975	45.124	47.380	49.749
	B	2969.91	3118.40	3274.32	3438.04	3609.94	3790.44	3979.96
49.5	M	6595.67	6925.45	7271.72	7635.31	8017.07	8417.93	8838.82
	A	79,148	83,105	87,261	91,624	96,205	101,015	106,066
	H	38.052	39.955	41.952	44.050	46.252	48.565	50.993
	B	3044.15	3196.36	3356.18	3523.99	3700.19	3885.20	4079.46

CITY OF YORK
2024-2025 PAY SCHEDULES (Effective 9/23/24)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
50.0	M	6756.54	7094.36	7449.08	7821.54	8212.61	8623.24	9054.41
	A	81,078	85,132	89,389	93,858	98,551	103,479	108,653
	H	38.980	40.929	42.975	45.124	47.380	49.749	52.237
	B	3118.40	3274.32	3438.04	3609.94	3790.44	3979.96	4178.96
50.5	M	6925.45	7271.72	7635.31	8017.07	8417.93	8838.82	9280.77
	A	83,105	87,261	91,624	96,205	101,015	106,066	111,369
	H	39.955	41.952	44.050	46.252	48.565	50.993	53.543
	B	3196.36	3356.18	3523.99	3700.19	3885.20	4079.46	4283.43
51.0	M	7094.36	7449.08	7821.54	8212.61	8623.24	9054.41	9507.13
	A	85,132	89,389	93,858	98,551	103,479	108,653	114,086
	H	40.929	42.975	45.124	47.380	49.749	52.237	54.849
	B	3274.32	3438.04	3609.94	3790.44	3979.96	4178.96	4387.90
51.5	M	7271.72	7635.31	8017.07	8417.93	8838.82	9280.77	9744.80
	A	87,261	91,624	96,205	101,015	106,066	111,369	116,938
	H	41.952	44.050	46.252	48.565	50.993	53.543	56.220
	B	3356.18	3523.99	3700.19	3885.20	4079.46	4283.43	4497.60
52.0	M	7449.08	7821.54	8212.61	8623.24	9054.41	9507.13	9982.48
	A	89,389	93,858	98,551	103,479	108,653	114,086	119,790
	H	42.975	45.124	47.380	49.749	52.237	54.849	57.591
	B	3438.04	3609.94	3790.44	3979.96	4178.96	4387.90	4607.30
52.5	M	7635.31	8017.07	8417.93	8838.82	9280.77	9744.80	10232.04
	A	91,624	96,205	101,015	106,066	111,369	116,938	122,785
	H	44.050	46.252	48.565	50.993	53.543	56.220	59.031
	B	3523.99	3700.19	3885.20	4079.46	4283.43	4497.60	4722.48
53.0	M	7821.54	8212.61	8623.24	9054.41	9507.13	9982.48	10481.61
	A	93,858	98,551	103,479	108,653	114,086	119,790	125,779
	H	45.124	47.380	49.749	52.237	54.849	57.591	60.471
	B	3609.94	3790.44	3979.96	4178.96	4387.90	4607.30	4837.66
53.5	M	8017.07	8417.93	8838.82	9280.77	9744.80	10232.04	10743.65
	A	96,205	101,015	106,066	111,369	116,938	122,785	128,924
	H	46.252	48.565	50.993	53.543	56.220	59.031	61.983
	B	3700.19	3885.20	4079.46	4283.43	4497.60	4722.48	4958.61
54.0	M	8212.61	8623.24	9054.41	9507.13	9982.48	10481.61	11005.69
	A	98,551	103,479	108,653	114,086	119,790	125,779	132,068
	H	47.380	49.749	52.237	54.849	57.591	60.471	63.494
	B	3790.44	3979.96	4178.96	4387.90	4607.30	4837.66	5079.55
54.5	M	8417.93	8838.82	9280.77	9744.80	10232.04	10743.65	11280.83
	A	101,015	106,066	111,369	116,938	122,785	128,924	135,370
	H	48.565	50.993	53.543	56.220	59.031	61.983	65.082
	B	3885.20	4079.46	4283.43	4497.60	4722.48	4958.61	5206.54

CITY OF YORK								
2024-2025 PAY SCHEDULES (Effective 9/23/24)								
Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
55.0	M	8623.24	9054.41	9507.13	9982.48	10481.61	11005.69	11555.97
	A	103,479	108,653	114,086	119,790	125,779	132,068	138,672
	H	49.749	52.237	54.849	57.591	60.471	63.494	66.669
	B	3979.96	4178.96	4387.90	4607.30	4837.66	5079.55	5333.52
55.5	M	8838.82	9280.77	9744.80	10232.04	10743.65	11280.83	11844.87
	A	106,066	111,369	116,938	122,785	128,924	135,370	142,138
	H	50.993	53.543	56.220	59.031	61.983	65.082	68.336
	B	4079.46	4283.43	4497.60	4722.48	4958.61	5206.54	5466.86
56.0	M	9054.41	9507.13	9982.48	10481.61	11005.69	11555.97	12133.77
	A	108,653	114,086	119,790	125,779	132,068	138,672	145,605
	H	52.237	54.849	57.591	60.471	63.494	66.669	70.003
	B	4178.96	4387.90	4607.30	4837.66	5079.55	5333.52	5600.20
56.5	M	9280.77	9744.80	10232.04	10743.65	11280.83	11844.87	12437.11
	A	111,369	116,938	122,785	128,924	135,370	142,138	149,245
	H	53.543	56.220	59.031	61.983	65.082	68.336	71.753
	B	4283.43	4497.60	4722.48	4958.61	5206.54	5466.86	5740.21
57.0	M	9507.13	9982.48	10481.61	11005.69	11555.97	12133.77	12740.46
	A	114,086	119,790	125,779	132,068	138,672	145,605	152,885
	H	54.849	57.591	60.471	63.494	66.669	70.003	73.503
	B	4387.90	4607.30	4837.66	5079.55	5333.52	5600.20	5880.21
57.5	M	9744.80	10232.04	10743.65	11280.83	11844.87	12437.11	13058.97
	A	116,938	122,785	128,924	135,370	142,138	149,245	156,708
	H	56.220	59.031	61.983	65.082	68.336	71.753	75.340
	B	4497.60	4722.48	4958.61	5206.54	5466.86	5740.21	6027.22
58.0	M	9982.48	10481.61	11005.69	11555.97	12133.77	12740.46	13377.48
	A	119,790	125,779	132,068	138,672	145,605	152,885	160,530
	H	57.591	60.471	63.494	66.669	70.003	73.503	77.178
	B	4607.30	4837.66	5079.55	5333.52	5600.20	5880.21	6174.22
58.5	M	10232.04	10743.65	11280.83	11844.87	12437.11	13058.97	13711.92
	A	122,785	128,924	135,370	142,138	149,245	156,708	164,543
	H	59.031	61.983	65.082	68.336	71.753	75.340	79.107
	B	4722.48	4958.61	5206.54	5466.86	5740.21	6027.22	6328.58
59.0	M	10481.61	11005.69	11555.97	12133.77	12740.46	13377.48	14046.35
	A	125,779	132,068	138,672	145,605	152,885	160,530	168,556
	H	60.471	63.494	66.669	70.003	73.503	77.178	81.037
	B	4837.66	5079.55	5333.52	5600.20	5880.21	6174.22	6482.93
59.5	M	10743.65	11280.83	11844.87	12437.11	13058.97	13711.92	14397.51
	A	128,924	135,370	142,138	149,245	156,708	164,543	172,770
	H	61.983	65.082	68.336	71.753	75.340	79.107	83.063
	B	4958.61	5206.54	5466.86	5740.21	6027.22	6328.58	6645.01

CITY OF YORK								
2024-2025 PAY SCHEDULES (Effective 9/23/24)								
Pay								
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
60.0	M	11005.69	11555.97	12133.77	12740.46	13377.48	14046.35	14748.67
	A	132,068	138,672	145,605	152,885	160,530	168,556	176,984
	H	63.494	66.669	70.003	73.503	77.178	81.037	85.088
	B	5079.55	5333.52	5600.20	5880.21	6174.22	6482.93	6807.08

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

For the period of

September 23rd, 2024 through September 30th, 2025

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ARTICLE I
RECOGNITION

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

ARTICLE II DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Management Rights

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

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

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

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

Management Responsibilities

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

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

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

ARTICLE IV
CHECK-OFF

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

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

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

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

ARTICLE V
BULLETINBOARD

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

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

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

ARTICLE VI
DISCHARGE AND DISCIPLINE

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
EMPLOYEE RIGHTS

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

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

personnel file during regular business hours.

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

Section 7.3 IMPOSITION OF DISCIPLINE

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

Section 7.4 DUE PROCESS.

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

ARTICLE VIII
APPEAL PROCEDURE

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

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

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

ARTICLE IX
GRIEVANCE PROCEDURE

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

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

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

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

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

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

ARTICLE X
PROBATIONARY EMPLOYEES

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

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

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

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

ARTICLE XI
PROMOTION

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

ARTICLE XII

SENIORITY

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

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

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

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

ARTICLE XIII
LAY-OFF

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

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

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

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

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

ARTICLE XIV
LEAVE

Section 14.1 Sick Leave

A. Sick Leave

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

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

3. Restrictions to Sick Leave Use:

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

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

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.

Section 19.5 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.

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 (12 hours)

Section 20.1 (a) After 15 years of service, an employee earns an additional Floating Holiday (12 hours)

Section 20.1 (b) After 25 years of service, an employee earns an additional Floating Holiday (12 hours) (for a total of three 12-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 twelve (12) 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-twelve 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 23rd, 2024, 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 23rd, 2024, employees in all F.O.P. job classifications/positions shall be compensated in accordance with the attached wage schedule for fiscal year 2024-2025 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, 2025. 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, 2024 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 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 23rd, 2024 to and including September 30, 2025.

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, 2025. If such notice is given, negotiations shall begin no later than May 21, 2025.

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 23rd, 2024 through September 30th, 2025.

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 _____, 2024.

WITNESS:

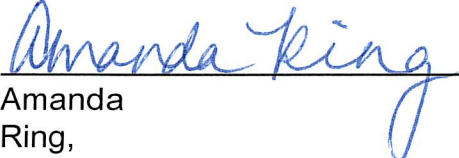
CITY OF YORK, NEBRASKA

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
2024-2025 PAY SCHEDULES (Effective September 23, 2024) @ 3% COLA

Pay								
<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
P1 OFFICER	Monthly	5196.12	5405.54	5626.62	5847.89	6075.28	6320.26	6577.68
	Annual	62,353	64,866	67,519	70,175	72,903	75,843	78,932
	Hourly	29.978	31.186	32.461	33.738	35.050	36.463	37.948
	Bi-weekly	2398.21	2494.86	2596.90	2699.02	2803.97	2917.04	3035.85
P2 SERGEANT	Monthly	5898.57	6135.33	6383.18	6642.89	6920.01	7213.95	7514.20
	Annual	70,783	73,624	76,598	79,715	83,040	86,567	90,170
	Hourly	34.030	35.396	36.826	38.324	39.923	41.619	43.351
	Bi-weekly	2722.42	2831.69	2946.08	3065.95	3193.85	3329.51	3468.09

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