

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, December 18, 2025
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 December 11, 2025
3. Pledge of Allegiance
4. Oath of Office - The City Clerk will administer the Oath of Office to Doreen Lopez, whereupon she will sign the Oath of Office and Bond and be seated as an official of the Governing Body of the City of York
5. Roll Call
6. Minutes of the December 4, 2025 meeting
7. Claims of Elected Officials
 - 7.1. Claim for Tony North of North Printing and Office Supply in the amount of \$551.58
 - 7.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$2,109.55
8. Claims for the period of December 5 through December 18, 2025
9. Consider approval of the Department Activities Reports for the month of November 2025
10. Consider approval of the preliminary Cash Balances for the month of September 2025
11. City Administrator Report

12. Consider approval of transferring funds previously used for York Housing and Development to the York County Development Corporation for housing purposes, in the amount of \$39,955.50, plus accumulated interest, effective December 31, 2025
13. Consider approval of the Renewal Agreement of the Maintenance Agreement No. 25 between the City and Nebraska Department of Roads relating to highways to set out responsibilities of the State and City for 2026
14. Consider approval of an agreement between Front Line Mobile Health PLCC and the York Fire Department for health and wellness testing, not to exceed \$950 per test, effective through September 30, 2026
15. Public Hearing for a Special Use Permit:
 - 15.1. Consider approval for a special use permit filed by PCRV Haven LLC for a storage facility with future sales and service at Lot 2, Staehrway Business Park, City of York, zoned 'C-3' Highway Commercial District
16. Mayor Appointments:
 - 16.1. Appointment of Councilmember Lopez to the Finance Committee and Insurance and Benefits Committee
 - 16.2. Appointment of Chandra Berlin to the York Housing Authority for a term expiring November 1, 2030
 - 16.3. Reappointment of Michael Runge and Richard McDougall to the Planning Commission for a term expiring January 1, 2029
 - 16.4. Appointment of Jordan Dickson to the Planning Commission for a term expiring January 1, 2029
 - 16.5. Reappointment of Jennifer Sheppard and Ben Royal to the Park and Recreation Advisory Board for a term expiring January 1, 2029
 - 16.6. Appointment of Doreen Lopez and Paul Jaekel to the Park and Recreation Advisory Board for a term expiring January 1, 2029
 - 16.7. Reappointment of Sheldon Sandall to the Public Works Advisory Board for a term expiring June 1, 2028
 - 16.8. Appointment of Doreen Lopez to the Anna Bemis Palmer Museum Advisory Board

17. Resolution 2025-30 - a resolution to update the personnel manual for the employees of the City of York
18. Third Reading:
Ordinance No. 2411 - Annexation of a tract of land comprising of a part of Lot Three (3), Seidel's Addition, part of the Northeast Quarter of the Northeast Quarter of 7-10-2
19. Public Hearing on Zoning Changes for Commercial and Industrial Districts:
 - 19.1. Ordinance No. 2413 - to amend the zoning regulations of the York City Code, Article III, Section 2 to add a definition for small animal care services
 - 19.1.1. Suspend the rules for Ordinance No. 2413
 - 19.1.2. Passage of Ordinance No. 2413
 - 19.2. Ordinance No. 2414 - to amend Article XIV, "C-1" Central Business District of the zoning code to add small animal care services as a permitted use
 - 19.2.1. Suspend the rules for Ordinance No. 2414
 - 19.2.2. Passage of Ordinance No. 2414
 - 19.3. Ordinance No. 2415 - to amend Article XV, "C-2" Central Business District of the zoning code to add small animal care services as a permitted use
 - 19.3.1. Suspend the rules for Ordinance No. 2415
 - 19.3.2. Passage of Ordinance No. 2415
 - 19.4. Ordinance No. 2416 - to amend Article XVI, "C-3" Highway Commercial District of the zoning code to add small animal care services as a permitted use
 - 19.4.1. Suspend the rules for Ordinance No. 2416
 - 19.4.2. Passage of Ordinance No. 2416
 - 19.5. Ordinance No. 2417 - to amend Article XVII, "C-4" Highway Commercial District of the zoning code to add small animal care services as a permitted use
 - 19.5.1. Suspend the rules for Ordinance No. 2417
 - 19.5.2. Passage of Ordinance No. 2417

19.6. Ordinance No. 2418 - to amend Article XVIII, "I" Industrial District of the zoning code to add small animal care services as a permitted use

19.6.1. Suspend the rules for Ordinance No. 2418

19.6.2. Passage of Ordinance No. 2418

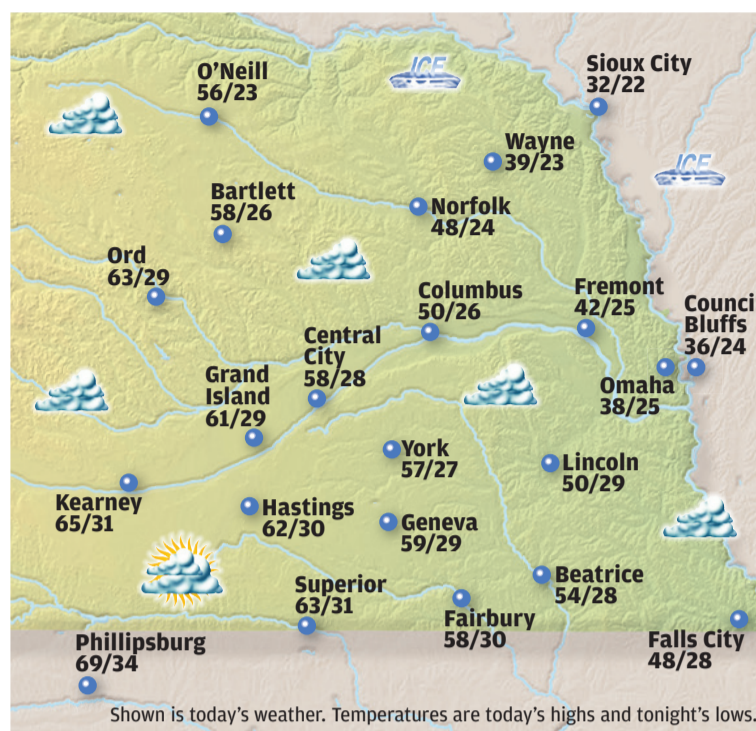
20. Adjournment

LOCAL FIVE-DAY FORECAST

Weather forecast grid for Today, Tonight, Friday, Saturday, Sunday, and Monday, including icons, wind speeds, and temperatures.

REGIONAL FORECAST

Cloudy today. Cloudy tonight; windy late. Cloudy, breezy and much colder tomorrow. Saturday: low clouds and colder, except partly sunny in the south. Sunday: mostly sunny; however, some clouds in the south. Not as cold in the north; cold to the east.



ALMANAC

Statistics through 2 p.m. Wednesday

Table containing statistics for Temperature, Precipitation, Snowfall, Heating Degree Days, and RealFeel Temperature.

RealFeel Temperature Today table showing values for 8 a.m., noon, 4 p.m., and 8 p.m.

UV Index Today table showing the highest value of the day.

Today's Air Quality table with a color-coded scale from Good to Hazardous.

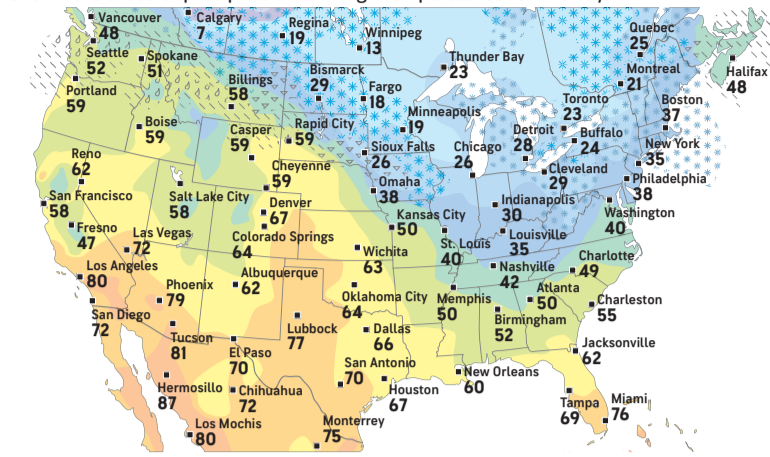
Skywatch table showing moon phases and rise/set times for the Sun and Moon.

Forecasts and graphics provided by AccuWeather.com.

AccuWeather Superior Accuracy™ for Better Decisions Visit AccuWeather.com

A new storm will bring a narrow corridor of snow and ice from Montana to Iowa today, then into the Ohio Valley tonight. Lake-effect snow will fall downwind of the Great Lakes. Heavier snow squalls can quickly coat roads, reducing visibility. Even as the heaviest rain tapers in Washington and Oregon, flooding will continue.

Shown are areas of precipitation and high temperatures for the day.



Large table showing weather forecasts for various cities across the US, including Today and Friday forecasts.

Wednesday for the 48 contiguous states High: 87° in Ramona, CA Low: -8° in Crosby, ND

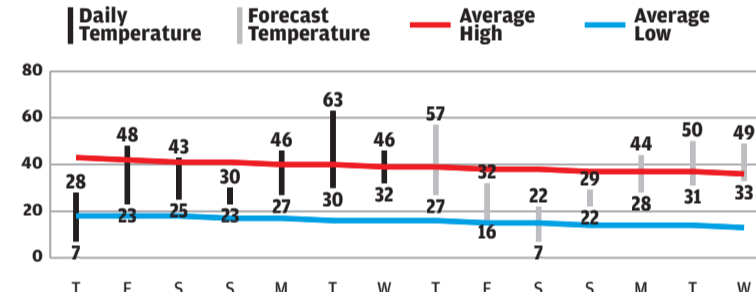
WORLD FORECAST

World forecast table showing weather conditions for major cities worldwide.

RIVER LEVELS

Table listing river levels for the Platte River and Grand River, including location, flood stage, and 24-hour change.

TEMPERATURE TRENDS



McKeon misses court date on disturbing the peace charge

LORI PILGER Lincoln Journal Star A Nebraska state senator missed his court date Wednesday morning on a newly filed disturbing the peace charge related to an allegation over his conduct at an end-of-the-session party this spring.

ney Delaney Baumgartner, who filed the case, asked for a continuance, and Acton set a new court date for Dec. 17. McKeon's accuser says that he grabbed her buttocks over her clothes and made inappropriate sexual jokes and innuendos about her at an end-of-session party May 29 at the Country Club of Lincoln. On Oct. 31, the Nebraska State Patrol cited him with public indecency. But the senator from Amherst was charged this week with disturbing the peace.

prosecutors would have to have shown a sexual intent. On Tuesday, Pirsch said they considered the lesser charge a "victory" and that McKeon wanted "to put the matter behind him and to focus on the upcoming legislative session." McKeon, 59, apologized to the legislative aide, who works for another senator, in a July 28 letter. But his attorney, Pirsch, downplayed the incident, calling it the result of a joke told in the "wrong moment and tone." He said McKeon told the staff member he hoped she and her husband would receive a "Hawaiian lei" during an upcoming vacation and that it was "just a bad pun." The woman's attorney, Kathleen Neary, said this week they're taking steps in anticipation of a lawsuit.

Holidays in York advertisement featuring events, shopping, and community information.

LEGAL NOTICES

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, December 18, 2025 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public.

Legals

NOTICE OF PUBLIC MEETING The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, December 18, 2025, at 1:30 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska.

RADCLIFF PAINTING & DECORATING advertisement for interior and exterior work.

Christmas List advertisement for Jensen Hand Tools, Power & Cordless Tools, Stocking Stuffers, and P.S. Mom Wants a New Kitchen!

**REGULAR MEETING
CITY COUNCIL – YORK, NEBRASKA
December 4, 2025
5:30 PM**

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

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

Mayor: Barry Redfern: Present. Councilmembers: Jeff McGregor: Present, Tony North: Present, Jeff Pieper: Absent, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Jerry Wilkinson: Absent. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charles Campbell, Parks and Recreation Director Cheree Folts, Convention Center Director Terri Carlson, Library Director Deb Robertson and City Clerk Amanda Ring.

The Mayor called the meeting to order with the City Council as the Community Development Agency.

Notice of this meeting was given in advance thereof by publication in the York News Times on November 28, 2025, 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.

Resolution 2025-28 -Authorize and provide for the Issuance of a TIF note
COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA

RESOLUTION 2025-28

A RESOLUTION RESCINDING AND CANCELLING RESOLUITON 2025-9 OF THE
COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA; AUTHORIZING AND
PROVIDING FOR THE ISSUANCE OF A COMMUNITY DEVELOPMENT AGENCY OF YORK,
NEBRASKA, TAX INCREMENT DEVELOPMENT REVENUE NOTE OR OTHER OBLIGATION,
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,350,000 FOR THE PURPOSE
OF (1) PAYING THE COSTS OF DEMOLISHING, CONSTRUCTING, RECONSTRUCTING,
IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING
AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE AGENCY'S COLLABORATION
REAL ESTATE REDEVELOPMENT PROJECT AREA, SPECIFICALLY INCLUDING, SITE
ACQUISITION, PREPARATION, DEMOLITION, UTILITY EXTENSION AND PARKING, AND
(2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN
DETAILS OF THE NOTE OR OTHER OBLIGATION; PLEDGING CERTAIN TAX REVENUE
AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE
NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF THE
NOTE OR OTHER OBLIGATION TO SUCH TAX REVENUES; CREATING AND ESTABLISHING
FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE
DIRECTOR TO EXERCISE HIS OR HER INDEPENDENT DISCRETION AND JUDGMENT IN
DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF THE NOTE OR
OTHER OBLIGATION NOT SPECIFIED HEREIN; APPROVING AN AMENDED
REDEVELOPMENT CONTRACT AND REDEVELOPMENT PLAN; TAKING OTHER ACTIONS
AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE
FOREGOING; AND RELATED MATTERS.

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

ARTICLE I
FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The Members of the Community Development Agency of York, Nebraska (the “Agency”) hereby find and determine as follows:

(a) The City of York, Nebraska (the “City”), pursuant to the Plan Resolution (hereinafter defined), approved the City of York Collaboration Real Estate Redevelopment Plan (the “Redevelopment Plan”) under and pursuant to which the Agency shall undertake from time to time to redevelop and rehabilitate the Redevelopment Area (hereinafter defined).

(b) Pursuant to the Redevelopment Plan, the Agency has previously obligated itself and/or will hereafter obligate itself to provide a portion of the financing to acquire, construct, reconstruct, improve, extend, rehabilitate, install, equip, furnish and complete, at the cost and expense of the Redeveloper, a portion of the improvements (as defined in the Redevelopment Contract hereinafter identified) in the Redevelopment Area (the “Project Costs”), (as defined in the Redevelopment Contract), (collectively, the “Project”), as more fully described in the Redevelopment Contract (hereinafter defined).

(c) The Agency is authorized by the Redevelopment Law (hereinafter defined) to issue tax allocation notes for the purpose of paying the costs and expenses of the Project, the principal and interest of which is payable from certain tax revenues as set forth in the Redevelopment Law.

(d) In order to provide funds to pay a portion of the costs of the Project, it is necessary, desirable, advisable, and in the best interest of the Agency for the Agency to issue a Tax Increment Development Revenue Note or other obligation in an aggregate principal amount not to exceed \$1,350,000 (the “Note”).

(e) All conditions, acts and things required to exist or to be done precedent to the issuance of the Note do exist and have been done as required by law.

ARTICLE II
CERTAIN DEFINITIONS; COMPUTATIONS;
CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS

Section 2.1. Definitions of Special Terms. Unless the context clearly indicates some other meaning or may otherwise require, and in addition to those terms defined elsewhere herein, the terms defined in this Section 2.1 shall, for all purposes of this Resolution, any Resolution or other instrument amendatory hereof or supplemental hereto, instrument or document herein or therein mentioned, have the meanings specified herein, with the following definitions to be equally applicable to both the singular and plural forms of any terms defined herein:

“Agency” means the Community Development Agency of York, Nebraska.

“City” means the City of York, Nebraska.

“Project Costs” means the redevelopment project costs (as defined in the Redevelopment Contract) in the Redevelopment Area, the costs of which are eligible to be paid from the proceeds of the Note.

“Assessor” means the Assessor of York County, Nebraska.

“Note” means the Collaboration Real Estate Redevelopment Project Tax Increment Development Revenue Note Series 2026 of the Agency, in an aggregate principal amount not to exceed \$1,350,000, issued pursuant to this Resolution and shall include any note, including refunding note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Note, the titular designation of such Note may be revised to state note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“Secretary” means the Secretary of the Agency.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of the Note issued and Outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the records maintained by the Registrar as provided in this Resolution.

“Date of Original Issue” means the date the Note is initially issued, which shall be the date of the first allocation of principal on the Note as further described in Section 3.2.

“Debt Service” means, as of any particular date of computation, and with respect to any period, the amount to be paid or set aside as of such date or such period for the payment of the principal on the Note.

“Escrow Obligations” means (a) Government Obligations, (b) certificates of deposit issued by a bank or trust company which are (1) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States or (2) secured by a pledge of any Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Registrar, or (c)(1) evidences of a direct ownership in future interest or principal on Government Obligations, which Government Obligations are held in a custody account by a custodian satisfactory to the Registrar pursuant to the terms of a custody agreement in form and substance acceptable to the Registrar and (2) obligations issued by any state of the United States or any political subdivision, public instrumentality or public authority of any state, which obligations are fully secured by and payable solely from Government Obligations, which Government Obligations are held pursuant to an agreement in form and substance acceptable to the Registrar and, in any such case, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to make the payment secured thereby.

“Finance Director” means the Treasurer/Finance Director or Acting Treasurer/Finance Director, as the case may be, of the City.

“Fiscal Year” means the twelve-month period established by the City or provided by law from time to time as its fiscal year.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Improvements” means the improvements to be constructed, reconstructed, acquired, improved, extended, rehabilitated, installed, equipped, furnished and completed in the Project Area in accordance with the Redevelopment Plan, including, but not limited to, the improvements constituting the Project (as defined in the Redevelopment Contract).

“Payment Date” means June 1 and December 1 of each year any Note is outstanding, commencing on the first Payment Date following the Date of Original Issue.

“Chairman” means the Chairman of the Agency.

“Outstanding” means when used with reference to any Note, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution except:

- (a) Notes theretofore canceled by the Registrar or delivered to the Registrar for cancellation;
- (b) Notes which are deemed to have been paid in accordance with Section 10.1 hereof;
- (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in Section 3.9 hereof; and
- (d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner” means the person(s) identified as the owner(s) of the Note from time to time, as indicated on the books of registry maintained by the Registrar.

“Plan Resolution” means, Resolution No. _____ of the City, together with any other resolution providing for approval of the Redevelopment Plan.

“Project Area” means the area identified and referred to as the Project Site in the Redevelopment Contract.

“Record Date” means, for each Payment Date, the 15th day immediately preceding such Payment Date.

“Redeveloper” means the Redeveloper as defined in the Redevelopment Contract responsible for constructing, reconstructing, acquiring, improving, extending, rehabilitating, installing, equipping, furnishing and completing the Project.

“Redeveloper Note” means any Note that is owned by the Redeveloper according to the records of the Registrar.

“Redevelopment Contract” means the City of York Community Development Agency Redevelopment Contract Collaboration Real Estate Redevelopment Project, dated March 20, 2025, between the Agency, and Collaboration Real Estate, LLC, relating to the Project and further designated herein as the “Original Redevelopment Contract”.

“Amended Redevelopment Contract” means the City of York Community Development Agency Amended Redevelopment Contract Collaboration Real Estate Redevelopment Project, dated the date of its execution, between the Agency, and Collaboration Real Estate, LLC, relating to the Project.

“Redevelopment Area” means the community redevelopment area described, defined or otherwise identified or referred to in the Redevelopment Plan.

“Redevelopment Law” means Article VIII, Section 12 of the Constitution of the State and Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“Redevelopment Plan” means the “Collaboration Real Estate Redevelopment Plan” passed, adopted and approved by the City pursuant to the Plan Resolution, and shall include any amendment of such Redevelopment Plan heretofore or hereafter made by the City pursuant to law.

“Refunding Notes” means the notes authorized to be issued pursuant to Article V.

“Registrar” means the Treasurer of the City of York, Nebraska, in its capacity as registrar and paying agent for the Note.

“Resolution” means this Resolution as from time to time amended or supplemented.

“Revenue” means the Tax Revenue.

“Special Fund” means the fund by that name created in Section 7.1.

“State” means the State of Nebraska.

“Tax Revenue” means, with respect to the Project Area, (a) those tax revenues referred to (1) in the first paragraph of Article VIII, Section 12 of the Constitution of the State and (2) in Section 18 2147, Reissue Revised Statutes of Nebraska, as amended, and (b) all payments made in lieu thereof.

“Treasurer” means the Treasurer of York County, Nebraska.

Section 2.2. Definitions of General Terms. Unless the context clearly indicates otherwise or may otherwise require, in this Resolution words importing persons include firms, partnerships,

associations, limited liability companies (public and private), public bodies and natural persons, and also include executors, administrators, trustees, receivers or other representatives.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Resolution as a whole and not to any particular section or subdivision thereof.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution: (a) references to Articles, Sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding Articles, Sections or subdivisions of this Resolution as such Articles, Sections, or subdivisions may be amended or supplemented from time to time; and (b) the word “heretofore” means before the time of passage of this Resolution, and the word “hereafter” means after the time of passage of this Resolution.

Section 2.3. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Resolution shall be made on the assumption that the principal on the Note shall be paid as and when the same become due.

Section 2.4. Certificates, Opinions and Reports. Except as otherwise specifically provided in this Resolution, each certificate, opinion or report with respect to compliance with a condition or covenant provided for in this Resolution shall include: (a) a statement that the person making such certificate, opinion or report has read the pertinent provisions of this Resolution to which such covenant or condition relates; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate, opinion or report are based; (c) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with; and (e) an identification of any certificates, opinions or reports or other sources or assumptions relied on in such certificate, opinion or report.

Section 2.5. Evidence of Action by the Agency. Except as otherwise specifically provided in this Resolution, any request, direction, command, order, notice, certificate or other instrument of, by or from the City or the Agency shall be effective and binding upon the Agency, respectively, for the purposes of this Resolution if signed by the Chairman, the Vice Chairman, the Secretary, the Treasurer of the Agency, the Finance Director, the City Administrator or by any other person or persons authorized to execute the same by statute, or by a resolution of the City or the Agency, respectively.

ARTICLE III
CANCELLATION OF RESOLUTION 2025-9;
AUTHORIZATION AND ISSUANCE OF THE NOTE;
GENERAL TERMS AND PROVISIONS

Section 3.1. Cancellation of Prior Resolution. Resolution 2025-9 of the Agency adopted March 20, 2025, is hereby repealed in its entirety.

Section 3.2. Authorization of Note. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Project, and (b) the costs of issuing the Note, the Agency shall issue one Note (the “Note”) in an aggregate principal amount not to exceed \$1,350,000. The Note shall be designated as “Community Development Agency of York, Nebraska, Collaboration Real Estate Redevelopment Project Tax Increment Development Revenue Note Series 2026,” shall have an appropriate series designation as determined by the Finance Director, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than December 31, 2043, and shall bear interest at an annual rate of 7.25%. The Note shall be issued as a single Note as further described in Section 3.3.

The Note is a special, limited obligation of the Agency payable solely from the Revenue and the amounts on deposit in the funds and accounts established by this Resolution. The Note shall not in any event be a debt of the Agency (except to the extent of the Revenue and other money pledged under this Resolution), the State, nor any of its political subdivisions, and neither the Agency (except to the extent

of the Revenue and other money pledged under this Resolution), the City, the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal of or interest on the Note be payable from any source other than the Revenue and other money pledged under this Resolution. The Note does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Agency and does not impose any general liability upon the Agency. Neither any official of the Agency nor any person executing the Note shall be liable personally on the Note by reason of its issuance. The validity of the Note is not and shall not be dependent upon the completion of the Project or upon the performance of any obligation relative to the Project.

The Revenue and the amounts on deposit in the funds and accounts established by this Resolution are hereby pledged and assigned for the payment of the Note, and shall be used for no other purpose than to pay the principal of or interest on the Note, except as may be otherwise expressly authorized in this Resolution. The Note shall not constitute a debt of the Agency or the City within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Agency, and neither the Agency nor the City shall not be liable for the payment thereof out of any money of the Agency or the City other than the Tax Revenue and the other funds referred to herein.

Nothing in this Resolution shall preclude the payment of the Note from (a) the proceeds of future notes issued pursuant to law or (b) any other legally available funds. Nothing in this Resolution shall prevent the City or the Agency from making advances of its own funds howsoever derived to any of the uses and purposes mentioned in this Resolution.

Section 3.3. Details of Note; Agency of Finance Director.

(a) The Note shall be dated the Date of Original Issue and shall be issued to the purchaser thereof, as the Owner, in installments. The Note shall be delivered on the earlier of allocation of the maximum principal amount of the Note or upon the issuance of a certificate of occupancy of the building constituting the Project. The Note shall be issued as a single Note with appropriate series designation.

(b) Proceeds of the Note may be advanced and disbursed in the manner set forth below:

(1) There shall be submitted to the Finance Director a disbursement request in a form acceptable to the Finance Director (the "Disbursement Request"), executed by the City Administrator and an authorized representative of the Redeveloper, (A) certifying that a portion of the Project has been substantially completed and (B) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(2) The Finance Director shall evidence such allocation in writing and inform the Owner of the Note of any amounts allocated to the Note.

(3) Such amounts shall be deemed proceeds of the Note and the Finance Director shall inform the Registrar in writing of the date and amount of such allocation. The Registrar shall keep and maintain a record of the amounts allocated to the note pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on the Note and its records maintained for the Note. The aggregate amount endorsed as the Principal amount Advanced on the Note shall not in the aggregate exceed \$1,350,000.

The Agency shall have no obligation to pay any Disbursement Request unless such request has been properly approved as described above, and proceeds of the Note have been deposited by the Owner of the Note (if other than the Redeveloper) into the Project Fund.

The records maintained by the Registrar as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

(c) The Note shall be dated the Date of Original Issue, which shall be the initial date of a allocation of the Note.

(d) As of the Date of Original Issue of the Note, there shall be delivered to the Registrar the following:

(1) A signed investor's letter in a form acceptable to the Finance Director and Note Counsel; and

(2) Such additional certificates and other documents as the special counsel for the Agency may require.

(e) The note shall bear seven and one fourth percent (7.25%) interest on the Cumulative Outstanding Principal Amount of the Note from the Date of Original Issue.

(f) The principal of the Note shall be payable in any coin or currency of the United States of America from all funds held by the which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payments on the Note due prior to maturity or earlier redemption and payment of any principal upon redemption price to maturity shall be made by check mailed by the Registrar on each Interest Payment Date to the Owners, at the Owners' address as it appears on the books of registry maintained by the Registrar on the Record Date. The principal of the Note due at maturity or upon earlier redemption shall be payable upon presentation and surrender of the Note to the Registrar. When any portion of the Note shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Note so redeemed from and after the date of redemption thereof.

(g) The Note shall be executed by the manual signatures of the Chairman and Secretary of the Agency. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if s/he had remained in office until such delivery, and the Note may be signed by such persons as at the actual time of the execution of such Note shall be the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(i) The Finance Director is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the Date of Original Issue, the principal amount of the Note in accordance with Section 3.3(a), (2) the maturity date of the Note, which shall be not later than the December 31 after the Effective Date for division of taxes, (3) the initial Payment Date and (4) any other term of the Note not otherwise specifically fixed by the provisions of this Resolution.

(j) Any Note issued upon transfer or exchange of any other Note shall be dated as of the Date of Original Issue.

(k) The Note shall be issued to such Owner as shall be mutually agreed between the Redeveloper and the Finance Director for a price equal to 100% of the principal amount thereof. No Note shall be delivered to any Owner unless the Agency shall have received from the Owner thereof such documents as may be required by the Finance Director to demonstrate compliance with all applicable laws, including without limitation compliance with Section 3.7 hereof. The Agency may impose such restrictions on the transfer of any Note as may be required to ensure compliance with all requirements relating to any such transfer.

Section 3.4. Form of Note Generally. The Note shall be issued in registered form. The Note shall be in substantially the form set forth in Article IX, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Finance Director may deem necessary or appropriate. The Note may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 3.5. Appointment of Registrar. The Finance Director is hereby appointed the registrar and paying agent for the Note. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Resolution by a written instrument deposited with the

Agency prior to the Date of Original Issue of the initial Note. The Agency reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Note in its possession to the successor Registrar and shall deliver the note register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Registrar.

Section 3.6. Exchange of Note. Any Note, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Note in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate. The Agency shall make provision for the exchange of the Note at the principal office of the Registrar.

Section 3.7. Negotiability, Registration and Transfer of Note. The Registrar shall keep books for the registration and registration of transfer of the Note as provided in this Resolution. The transfer of the Note may be registered only upon the books kept for the registration and registration of transfer of the Note upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Agency that the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission. Prior to any transfer and assignment, the Owner will obtain and provide to the Agency, an investor's letter in form and substance satisfactory to the Agency evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Agency an amount to cover all reasonable costs incurred by the Agency, including legal fees, of accomplishing such transfer. A transfer of any Note may be prohibited by the Agency if (1) a default then exists under the Redevelopment Contract, (2) the assessed valuation of the Redeveloper Property (as defined in the Redevelopment Contract) is less than the projected "Increment value" set forth in the Redevelopment Plan or (3) a protest of the valuation of the Redeveloper Property is ongoing. Upon any such registration of transfer the Agency shall execute and deliver in exchange for such Note a new Note, registered in the name of the transferee, in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Note shall be exchanged or a transfer of a Note shall be registered hereunder, the Agency shall execute, at the earliest practicable time, and deliver a Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Agency nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Note by any Owner. The Agency or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of such Note sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the Agency nor the Registrar shall be required to make any such exchange or registration of transfer of any Note during the period between a Record Date and the corresponding Interest Payment Date.

Section 3.8. Ownership of Note. As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on such Note shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.9. Disposition and Destruction of Note. The Note, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the Finance Director, be destroyed.

Section 3.10. Mutilated, Lost, Stolen or Destroyed Note. If any Note becomes mutilated or is lost, stolen or destroyed, the Agency shall execute and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Agency. In the case of any lost, stolen or destroyed Note, there first shall be furnished to the Agency evidence of such loss, theft or destruction satisfactory to the

Agency, together with indemnity to the Agency satisfactory to the Agency. If any such Note has matured, is about to mature or has been called for redemption, instead of delivering a substitute Note, the Agency may pay the same without surrender thereof. Upon the issuance of any substitute Note, the Agency may require the payment of an amount by the Owner sufficient to reimburse the Agency for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 3.11. Non-presentment of Note. If any Note is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory redemption or otherwise, if funds sufficient to pay such Note have been made available to the Registrar all liability of the Agency to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Resolution or on, or with respect to, said Note. If any Note is not presented for payment within five years following the date when such Note becomes due, the Registrar shall repay to the Agency the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Agency, and the Registered Owner thereof shall be entitled to look only to the Agency for payment, and then only to the extent of the amount so repaid to it by the Registrar, and the Agency shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE IV REDEMPTION OF NOTE

Section 4.1. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 4.2. Redemption Procedures. The Finance Director is hereby authorized, without further action of the Council, to call all or any portion of the principal of the Note for payment and redemption prior to maturity on such date as the Finance Director shall determine, and shall deposit sufficient funds in the Debt Service Account from the Surplus Account to pay the principal being redeemed plus the accrued interest thereon to the date fixed for redemption. The Finance Director may effect partial redemptions of any Note without notice to the Owner and without presentation and surrender of such Note, but total redemption of any Note may only be effected with notice to the Owner and upon presentation and surrender of such Note to the Registrar. Notice of a total redemption of any Note shall be sent by the Registrar by first-class mail not less than five days prior to the date fixed for redemption to the Owner's address appearing on the books of registry maintained by the Registrar and indicate (a) the title and designation of the Note, (b) the redemption date, and (c) a recitation that the entire principal balance of such Note plus all accrued interest thereon is being called for redemption on the applicable redemption date.

Section 4.3. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of any Note, the principal amount of such Note actually Outstanding from time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Note indicating the original principal advance of such Note as determined in accordance with Section 3.3 and make such additional notations as are required to reflect any additional principal advances or redemptions of such Note from time to time, including on the Table of Cumulative Outstanding Principal Amount attached to each Note if it is presented to the Registrar for that purpose. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable. Any failure of the Registrar to record a principal advance or a redemption on the Table of Cumulative Outstanding Principal Amount shall not affect the Cumulative Outstanding Principal Amount shown on the records of the Registrar.

ARTICLE V REFUNDING NOTES

Section 5.1. Refunding Notes. Refunding Notes may be issued at any time at the direction of the Finance Director for the purpose of refunding (including by purchase) any Note or any portion thereof, including amounts to pay principal to the date of maturity or redemption (or purchase) and the expenses of issuing the Refunding Notes and of effecting such refunding; provided that the Debt Service on all notes to be outstanding after the issuance of the Refunding Notes shall not be greater in any Fiscal Year than would have been the Debt Service in such Fiscal Year were such refunding not to occur.

ARTICLE VI
EFFECTIVE DATE OF PROJECT;
PLEDGE OF REVENUE

Section 6.1. Effective Date of Project. For purposes of Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, the effective date of the Project shall be determined as set forth in the Amended Redevelopment Contract. The City Administrator is hereby directed to notify the Assessor of the effective date of the Project on the form prescribed by the Property Tax Administrator.

Section 6.2. Collection of Revenue; Pledge of Revenue. As provided for in the Redevelopment Plan, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the Tax Revenue collected in the Project Area shall be allocated to and, when collected, paid into the Special Fund under the terms of this Resolution, to pay the principal on the Note. When the Note has been paid in accordance with this Resolution, the Redevelopment Plan and the Amended Redevelopment Contract, the Tax Revenue shall be applied as provided for in the Redevelopment Law.

The Revenue is hereby allocated and pledged in its entirety to the payment of the principal on the Note and to the payment of the Project Costs (including the Project), until the principal on the Note has been paid (or until money for that purpose has been irrevocably set aside), and the Revenue shall be applied solely to the payment of the principal on the Note. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner and shall be irrevocable.

Section 6.3. Potential Insufficiency of Revenue. Neither the Agency nor the City makes any representations, covenants, or warranties to the Owner that the Revenue will be sufficient to pay the principal of or interest on the Note. Payment of the principal of and interest on the Note is limited solely and exclusively to the Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

ARTICLE VII
CREATION OF FUNDS AND ACCOUNTS;
PAYMENTS THEREFROM

Section 7.1. Creation of Funds and Account. There is hereby created and established by the Agency the following funds and accounts which funds shall be held by the Finance Director of the City separate and apart from all other funds and moneys of the Agency and the City under her control a special trust fund called the "Collaboration Real Estate Redevelopment Project Tax Increment Special Fund" (the "Special Fund").

So long as the Note remains unpaid, the money in the foregoing fund and accounts shall be used for no purpose other than those required or permitted by this Resolution, any Resolution supplemental to or amendatory of this Resolution and the Redevelopment Law.

Section 7.2. Special Fund. All of the Revenue shall be deposited into the Special Fund. The Revenue accumulated in the Special Fund shall be used and applied on the Business Day prior to each Payment Date (a) to make any payments to the Agency as may be required under the Amended Redevelopment Contract and (b) to pay principal on the Note to the extent of any money then remaining the Special Fund on such Payment Date. Money in the Special Fund shall be used solely for the purposes described in this Section 7.2. All Revenues received through and including December 31, 2043, shall be used solely for the payments required by this Section 7.2.

ARTICLE VIII
COVENANTS OF THE AGENCY

So long as the Note is outstanding and unpaid, the Agency will (through its proper officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Resolution or in the Note, including the following covenants and agreements for the benefit of the Owner which are necessary, convenient and desirable to secure the Note and will tend to make them more marketable; provided, however, that such covenants do not require either the City or the Agency to expend any money other than the Revenue nor violate the provisions of State law with respect to tax revenue allocation.

Section 8.1. No Priority. The Agency covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the Revenue which have, or purport to have, any lien upon the Revenue prior or superior to or in parity with the lien of the Note; provided, however, that nothing in this Resolution shall prevent the Agency from issuing and selling notes or other obligations which have, or purport to have, any lien upon the Revenue which is junior to the Note and the Debt Service thereon, or from issuing and selling notes or other obligations which are payable in whole or in part from sources other than the Revenue.

Section 8.2. To Pay Principal of the Note. The Agency will duly and punctually pay or cause to be paid solely from the Revenue the principal of the Note on the dates and at the places and in the manner provided in the Note according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Note and in this Resolution.

Section 8.4. Books of Account; Financial Statements. The Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Revenue and other funds relating to the Project.

Section 8.5. Eminent Domain Proceeds. The Agency covenants and agrees that should all or any part of the Project be taken by eminent domain or other proceedings authorized by law for any public or other use under which the property will be exempt from ad valorem taxation, the net proceeds realized by the Agency therefrom shall constitute Project Revenue and shall be deposited into the Special Fund and used for the purposes and in the manner described in Section 7.2.

Section 8.6. Protection of Security. The Agency is duly authorized under all applicable laws to create and issue the Note and to adopt this Resolution and to pledge the Revenue in the manner and to the extent provided in this Resolution. The Revenue so pledged is and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, except as otherwise expressly provided herein, and all corporate action on the part of the Agency to that end has been duly and validly taken. The Note is and will be a valid obligation of the Agency in accordance with its terms and the terms of this Resolution. The Agency shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the Revenue pledged under this Resolution and all the rights of the Owner under this Resolution against all claims and demands of all persons whomsoever.

ARTICLE IX FORM OF NOTE

Section 9.1. Form of Note. The Note shall be in substantially the following form:

(FORM OF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE IS A BANK OR A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE OWNER HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.

THIS NOTE MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 3.6 OF RESOLUTION NO. _____ OF THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF YORK

COMMUNITY DEVELOPMENT AGENCY
OF YORK, NEBRASKA

COLLABORATION REAL ESTATE REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2026

No. R-1
(subject to reduction as described herein)

Up to an aggregate amount of \$1,350,000

Date of Original Issue	Date of Maturity	Rate of Interest
---------------------------	---------------------	---------------------

(December 31, 2043) 7.25%

REGISTERED OWNER: Collaboration Real Estate, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Agency, countersigned by the manual signature of the Secretary of the Agency.

COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA

[S E A L]

By: (manual signature)
Chairman

By: (manual signature)
Secretary

The COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA (the "Agency") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of York, Nebraska (the "Registrar"), payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2028, by check or draft mailed to the Registered Owner hereof as shown on the note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable payment date occurs, at such Owner's address as it appears on such note registration books. The principal of this Note is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2157, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 2025, as from time to time amended and supplemented (the "Resolution").

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$1,350,000.

This Note has been issued by the Agency for the purpose of financing the costs of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the area identified and referred to as the Collaboration Real Estate Project which is more specifically described in the Resolution, and to carry out the Agency's corporate purposes and powers in connection therewith.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Note, the nature and extent of the security thereby created, the terms and conditions under which this Note has been issued, the rights and remedies of the Registered Owner of this Note, and the rights, duties, immunities and obligations of the City and the Agency. By the acceptance of this Note, the Registered Owner assents to all of the provisions of the Resolution.

This Note is a special limited obligation of the Agency payable as to principal solely from and is secured solely by the Tax Revenue (as defined in the Resolution) pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Tax Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of York County, Nebraska to the City in accordance with law.

The principal hereon shall not be payable from the general funds of the City nor the Agency nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Agency or of any other party other than those specifically pledged under the Resolution. This Note is not a debt of the City or the Agency within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and does not impose any general liability upon the City or the Agency and neither the City nor the Agency shall be liable for the payment hereof out of any funds of the City or the Agency other than the Tax Revenues and other funds pledged under the Resolution, which Tax Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

The Registrar may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on Schedule 1 hereto (the "Table") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Registrar as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note;

the Tax Revenue pledged to the payment of the principal on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed shall be held for the purpose of such payment by the Registrar.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This note is being issued as a registered note without coupons. This note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the note register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within note in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____

Title: _____

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA
COLLABORATION REAL ESTATE, REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2026

Date

Principal Amount
Advanced

Principal Amount
Redeemed Cumulative
Outstanding
Principal
Amount
Notation
Made
By

ARTICLE X
DEFEASANCE; MONEY HELD FOR PAYMENT OF
DEFEASED NOTE

Section 10.1. Discharge of Liens and Pledges; Note No Longer Outstanding Hereunder. The obligations of the Agency under this Resolution, including any Resolutions, resolutions or other proceedings supplemental hereto, and the liens, pledges, charges, trusts, assignments, covenants and agreements of the Agency herein or therein made or provided for, shall be fully discharged and satisfied as to the Note or any portion thereof, and the Note or any portion thereof shall no longer be deemed to be outstanding hereunder and thereunder,

(a) when the any Note or portion thereof shall have been canceled, or shall have been surrendered for cancellation or is subject to cancellation, or shall have been purchased from money in any of the funds held under this Resolution, or

(b) if the Note or portion thereof is not canceled or surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of the Note or any portion thereof, plus interest on such principal to the due date thereof, either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Registrar for the Note, in trust and irrevocably set aside exclusively for such payment, (A) money

sufficient to make such payment or (B) Escrow Obligations maturing as to principal in such amount and at such times as will insure the availability of sufficient money to make such payment.

Provided that, with respect to any total redemption of any Note, notice of redemption shall have been duly given or provision satisfactory to the Registrar shall have been made therefor, or waiver of such notice, satisfactory in form, shall have been filed with the Registrar.

At such time as any Note or portion thereof shall no longer be outstanding hereunder, and, except for the purposes of any such payment from such money or such Escrow Obligations, such Note or portion thereof shall no longer be secured by or entitled to the benefits of this Resolution.

Any such money so deposited with the Registrar for any Note or portion thereof as provided in this Section 10.1 may at the direction of the Finance Director also be invested and reinvested in Escrow Obligations, maturing in the amounts and times as hereinbefore set forth. All income from all Escrow Obligations in the hands of the Registrar which is not required for the payment of such Note or portion thereof with respect to which such money shall have been so deposited, shall be paid to the Agency and deposited in the Special Fund as and when realized and collected for use and application as is other money deposited in that fund.

Anything in this Resolution to the contrary notwithstanding, if money or Escrow Obligations have been deposited or set aside with the Registrar pursuant to this Section 10.1 for the payment of any Note and such Note shall not have in fact been actually paid in full, no amendment to the provisions of this Section 10.1 shall be valid as to or binding upon the Owner thereof without the consent of such Owner.

Section 10.2. Certain Limitations After Due Date. If sufficient money or Escrow Obligations shall have been deposited in accordance with the terms hereof with the Registrar in trust for the purpose of paying the Notes or any portion thereof when the same becomes due, whether at maturity or upon earlier redemption, all liability of the Agency for such payment shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such money or Escrow Obligations, without liability to the Owners, in trust for the benefit of the Owners, who thereafter shall be restricted exclusively to such money or Escrow Obligations for any claim for such payment of whatsoever nature on his part.

Notwithstanding the provisions of the preceding paragraph of this Section 10.2, money or Escrow Obligations held by the Registrar in trust for the payment and discharge of the principal of on any Note which remain unclaimed for five years after the date on which such payment shall have become due and payable, either because the Notes shall have reached their maturity date or because the entire principal balance of the Notes shall have been called for redemption, if such money was held by the Registrar or such paying agent at such date, or for five years after the date of deposit of such money, if deposited with the Registrar after the date when such Note became due and payable, shall be paid to the Nebraska State Treasurer and the Registrar shall thereupon be released and discharged with respect thereto, and the Owner thereof shall look only to the Agency for the payment thereof.

ARTICLE XI AMENDING AND SUPPLEMENTING OF RESOLUTION

Section 11.1. Amending and Supplementing of Resolution Without Consent of Owner. The Agency may at any time without the consent or concurrence of the Owner of the Note adopt a resolution amendatory hereof or supplemental hereto if the provisions of such supplemental Resolution do not materially adversely affect the rights of the Owner of the Note, for any one or more of the following purposes:

(a) To make any changes or corrections in this Resolution as to which the Agency shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

- (b) To add additional covenants and agreements of the Agency for the purpose of further securing payment of the Note;
- (c) To surrender any right, power or privilege reserved to or conferred upon the Agency by the terms of this Resolution;
- (d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution; and
- (e) To grant to or confer upon the Owner of the Note any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

The Agency shall not adopt any supplemental Resolution authorized by the foregoing provisions of this Section 11.1 unless in the opinion of counsel the adoption of such supplemental Resolution is permitted by the foregoing provisions of this Section 11.1 and the provisions of such supplemental Resolution do not materially and adversely affect the rights of the Owner of the Note.

Section 11.2. Amending and Supplementing of Resolution with Consent of Owner. With the consent of the Owners of the Note, the Agency from time to time and at any time may adopt a resolution amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Resolution, or modifying or amending the rights and obligations of the Agency under this Resolution, or modifying or amending in any manner the rights of the Owner of the Note; provided, however, that, without the specific consent of the Owner of the Note, no supplemental Resolution amending or supplementing the provisions hereof shall: (a) change the fixed maturity date for the payment or the terms of the redemption thereof, or reduce the principal amount of the Note or the rate of interest thereon or the Redemption Price payable upon the redemption or prepayment thereof; (b) authorize the creation of any pledge of the Tax Revenues and other money and securities pledged hereunder, prior, superior or equal to the pledge of and lien and charge thereon created herein for the payment of the Note except to the extent provided in Articles III and V; or (c) deprive the Owner of the Note in any material respect of the security afforded by this Resolution. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Owner of the Note of the adoption of any supplemental Resolution authorized by the provisions of Section 11.1.

It shall not be necessary that the consents of the Owner of the Note approve the particular form of wording of the proposed amendment or supplement or of the proposed supplemental Resolution effecting such amendment or supplement, but it shall be sufficient if such consents approve the substance of the proposed amendment or supplement. After the Owner of the Note shall have filed its consent to the amending or supplementing hereof pursuant to this Section, the Agency may adopt such supplemental Resolution.

Section 11.3. Effectiveness of Supplemental Resolution. Upon the adoption (pursuant to this Article XI and applicable law) by the Agency of any supplemental Resolution amending or supplementing the provisions of this Resolution or upon such later date as may be specified in such supplemental Resolution, (a) this Resolution and the Note shall be modified and amended in accordance with such supplemental Resolution, (b) the respective rights, limitations of rights, obligations, duties and immunities under this Resolution and the Owner of the Note shall thereafter be determined, exercised and enforced under this Resolution subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental Resolution shall be a part of the terms and conditions of the Note and of this Resolution for any and all purposes.

ARTICLE XII MISCELLANEOUS

Section 12.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Agency hereby (a) authorizes and directs the Chairman, Finance Director, Secretary, City Administrator and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the Agency and such other actions as they, or any of them, in consultation with Special Counsel, the Owner and its counsel shall consider necessary, advisable, desirable or

appropriate in connection with this Resolution, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Finance Director the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Note not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Note. The execution and delivery by the Finance Director or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the Agency's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Agency and the authorization, approval and ratification by the Agency of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Finance Director and all other officers, officials, employees and agents of the Agency, including without limitation the expenditure of funds and the selection, appointment and employment of Special Counsel and financial advisors and agents, in connection with issuance and sale of the Note, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 12.2. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Resolution shall constitute a contract between the Agency and the Owner and the provisions thereof shall be enforceable by the Owner by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the issuance and delivery of any Note, this Resolution and any supplemental Resolution shall not be repealable, but shall be subject to modification or amendment to the extent and in the manner provided in this Resolution, but to no greater extent and in no other manner.

Section 12.3. Benefits of Resolution Limited to the Agency and the Owner. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or should be construed to confer upon or give to any person other than the Agency and the Owner of the Note any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Agency and the Owner from time to time of the Note as herein and therein provided.

Section 12.4. No Personal Liability. No officer or employee of the Agency shall be individually or personally liable for the payment of the principal of or interest on the Note. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 12.5. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Resolution requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 12.6. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the City, the Agency or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the

invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Note, but the Owner of the Note shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12.7. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State of Nebraska. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State of Nebraska except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 12.8. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 12.9. Repeal of Inconsistent Resolution. Any Resolution of the City, or the Agency and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 12.10. Publication and Effectiveness of this Resolution. This Resolution shall take effect and be in full force from and after its passage by the Community Development Agency of the City.

Section 12.11 Agency to Execute Amended Redevelopment Contract and Approve Plan. The Chairman and Secretary are authorized and directed to execute the Amended Redevelopment Contract, in the form presented with such changes as the Chairman, in his discretion deems proper. The Plan is approved and adopted.

Mike Stessman, 14909 Walnut Meadows Drive, Urbandale, Iowa, stated that Collaboration Real Estate Development was moving the date for construction to next spring instead of 2025. Land purchase is currently in progress, then there will be around four months of planning followed by construction late spring/early summer of 2026. The contract is being updated to allow for the full 15 years note for the tax increment financing.

Motion to approve Resolution 2025-28 rescinding and canceling Resolution 2025-9 and to authorize and provide for the issuance of a tax increment development revenue note; providing for the terms and provisions of said note and authorizing the execution of an amended Redevelopment Contract with Hyatt Studios. Ayes with a motion by Jennifer Sheppard and a second by Tony North. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Motion to adjourn as the Community Development Agency of the City of York at 5:33 p.m. Ayes with a motion by Tony North and a second by Jeff McGregor. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

The Mayor called the meeting to order as the York City Council at 5:34 p.m.

Mayor: Barry Redfern: Present. Councilmembers: Jeff McGregor: Present, Tony North: Present, Jeff Pieper: Absent, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Jerry Wilkinson: Absent. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charles Campbell, Parks and Recreation Director Cheree Folts, Convention Center Director Terri Carlson, Library Director Deb Robertson and City Clerk Amanda Ring.

Minutes

Motion to approve the minutes of the November 20, 2025 meeting. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$369.24. Ayes with a motion by Jeff McGregor and a second by Stephen Postier. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea.

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$9,077.25. Ayes with a motion by Jeff McGregor and a second by Tony North. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Abstain (With Conflict), Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Claims

Motion to approve the claims for November 21, 2025 through December 4, 2025. Ayes with a motion by Jeff McGregor and a second by Stephen Postier. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

City Administrator Report

Dr. Crawford announced the Fire Station Cornerstone Celebration will be Saturday, December 6, 2025, at 10:30 a.m. and is open to the public. On Friday, December 12, 2025, from 3 to 5 p.m. there will be a retirement celebration for Library Director, Deb Robertson. Dr. Crawford thanked Deb for her service to the City of York. Dr. Crawford turned over the rest of the time to Terri Carlson. Terri shared the launch of the rebranding of the City to the Council. A video was shown and books passed around with the new logos, colors and slogans.

Mayor's Appointment of a Councilmember to replace Vicki Northrop

The Mayor presented Doreen Lopez to replace Councilmember Vicki Northrop. He stated he was excited to bring her name to the Council for approval and believes she'll do a fabulous job.

Motion to appoint Doreen Lopez to fulfill the term of former Councilmember Vicki Northrop, expiring December 2026. Ayes with a motion by Stephen Postier and a second by Tony North. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

January 1, 2026 City Council Meeting Canceled

Motion to cancel the meeting of the York City Council for January 1, 2026. Ayes with a motion by Scott Van Esch and a second by Tony North. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Annual Report for the Park and Recreation Department

Cheree Folts shared documents were attached to the agenda that highlighted the year and then gave more detailed information for each department. The Anna Bemis Palmer Museum has had over 1,000 visitors this year. When it was at the community center, it had 1,000 in ten years. The auditorium had 985 rentals over the last year. There are four different spaces to utilize at the auditorium plus the Children's Museum. The emergency generator will be in function order by December 9 at the auditorium for the emergency shelter, should it be needed. There were 40 local teams and 430 tournament teams that used the ballpark complex. Over 46,000 concession items were sold throughout the season. Community Center check-ins averaged around 40,000 membership check-ins and Michaela has done a wonderful job with the programming with 23 adult programs and 75 youth programs. The aquatic center saw a little over 13,000 patrons this summer, with over 10,000 concession items sold. The parks had 334 facility rentals. The soccer complex hosted 41 local teams. Conversations are being had around flag football or kickball games being held at the soccer complex. The Mayor and Cheree stated they were very thankful to the County and the Visitors Bureau for the grant to help with the gym floor, the state lights and marquis at the Auditorium.

Resolution 2025-27 - declaring certain city property surplus
RESOLUTION 2025-27

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

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

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

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

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

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
5	Circa 2017	5 used X2 Tasers-warranty expired	Police	\$300	NA
13	Circa 2017	13 used X2 Taser Holsters	Police	\$125	NA
8	2022	8 X2 Taser cartridges, carried but never deployed	Police	\$75	NA
1	2021	Taser 2 USB download cable	Police	\$0	NA

*Note – I would not recommend sealed bid sale of these items, as they are defensive weapons and related accessories. We recently assisted with training in a smaller department who utilizes these older models and I'd like to draft a memorandum of transfer and donate these items to that department. This municipality will have policies and liability documentation in place directly related to Tasers and their use, and we know from experience that this department is professionally trained and certified.

– Edward Tjaden, Chief of Police

Dr. Crawford state there were two surplus resolutions because the Chief of Police was getting rid of some items that were not to be sold to the general public.

Motion to approve Resolution 2025-27 declaring certain city property surplus and authorizing disposition of surplus property for the police department. Ayes with a motion by Scott Van Esch and a second by Jeff McGregor. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Resolution 2025-29 - declaring certain city property surplus
RESOLUTION 2025-29

**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 COUNCILOF 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:

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

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

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
		Half-oval table	Library	20.00	
		End table	Library	20.00	
		Reception Chairs w/arms (19)	Library	10.00/each	
		Reception Chairs w/o arms (7)	Library	5.00/each	
		Desk w/return	Library	50.00	
		Desk w/o return	Library	25.00	

Motion to approve Resolution 2025-29 declaring certain city property surplus and authorizing disposition of surplus property. Ayes with a motion by Jennifer Sheppard and a second by Tony North. Jeff Pieper: Absent, Jerry Wilkinson: Absent, Stephen Postier: Yea, Scott Van Esch: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Second Reading:

Ordinance No. 2411 - Annexation of a tract of land comprising of a part of Lot Three (3), Seidel's Addition, part of the Northeast Quarter of the Northeast Quarter of 7-10-2

ORDINANCE NO. 2411

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF LAND AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

The Mayor stated this was the second reading for the annexation Ordinance No. 2411. Third reading will be December 18, 2025.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:58 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	5	605.07	N		
01-00110	MATHESON TRI-GAS	2	427.85	N		
01-00120	JACKSON SERVICES INC	8	578.37	N		
01-00180	AGRI-PRODUCTS, INC.	1	827.53	N		
01-0019	DEREK J PALIK	1	63.42	N		
01-00200	NEBRASKA MACHINERY CO	6	21,327.52	N		
01-00210	EAKES OFFICE PLUS	2	492.42	N		
01-00290	NORTH PRINTING & OFFICE S	5	551.58	N		
01-00300	BLACK HILLS ENERGY	4	2,461.16	N		
01-00340	BOUND TREE MEDICAL LLC	5	1,211.88	N		
01-00360	CITY OF YORK	1	298.68	N		
01-00540	GLOBAL TECH, INC.	6	3,148.22	N		
01-00570	SUMMIT FIREPROTECTION	1	102.42	N		
01-00640	NEBRASKA PUBLIC POWER DIS	4	33,357.18	N		
01-00710	OVERLAND SAND & GRAVEL	5	4,130.38	N		
01-00740	TK ELEVATOR CORP	1	240.40	N		
01-00750	PIEPERS INC	6	2,109.55	N		
01-00780	PRESTO X COMPANY	12	772.26	N		
01-00800	BURST, LLC	20	629.59	N		
01-00990	ANGLE, MURPHY & CAMPBELL,	1	22.36	N		
01-01290	GRAND CENTRAL FOODS, INC.	4	182.61	N		
01-01340	KOPCHOS SANITATION, INC	9	1,333.50	N		
01-01350	PROTEX CENTRAL INC.	1	140.00	N		
01-01470	SERVI-TECH LABORATORIES	2	368.00	N		
01-01980	SAHLING KENWORTH INC	1	61.44	N		
01-01990	WAGNER DECORATING	1	35.99	N		
01-02010	YORK EQUIPMENT, INC.	5	2,372.99	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-02230	MCCORMICK HEATING & AC	1	1,659.28	N			
01-02250	MILLER SEED & SUPPLY CO	5	5,798.11	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	8	71.54	N			
01-02560	CITYSERVICEVALCON LLC	2	30,904.10	N			
01-02650	O'REILLY AUTO PARTS	5	58.07	N			
01-02680	SCHEMMER ASSOCIATES	1	107.91	N			
01-02920	FALLER LANDSCAPE	1	145.00	N			
01-03020	MICHAEL QUBTY	1	116.90	Y			
01-03590	PENNER'S TIRE & AUTO	6	1,853.27	N			
01-03640	HOLIDAY INN	1	269.90	N			
01-03930	YORK CHAMBER OF COMMERCE	1	140.00	N			
01-04050	GALLS INCORPORATED	3	659.88	N			
01-04600	UNITED STATES POSTAL SERV	3	694.00	N			
01-04670	THE POLICE OFFICERS' ASSO	1	630.00	N			
01-05250	MURPHY TRACTOR	1	3,172.27	N			
01-05310	SAPP BROTHERS PETROLEUM,	5	12,927.34	N			
01-05330	NSG LOGISTICS LLC	1	1,923.00	N			
01-05380	NE STATE FIRE MARSHAL	1	270.00	N			
01-05690	GENERAL TRAFFICCONTROLS,	1	724.67	N			
01-05780	NEBRASKA ASSOC OF AIRPORT	1	250.00	N			
01-06160	DELL MARKETING L.P.	1	4,510.07	N			
01-06630	FASTENAL	1	35.95	N			
01-08400	CREDIT MANAGEMENT SERVICE	1	6.80	N			
01-08600	FISHER SCIENTIFIC	1	878.74	N			
01-09090	WINDSTREAM	1	46.25	N			
01-09110	HY-TEC AUTO SERVICE	3	468.24	N			
01-09220	CENTRAL NEBRASKAREFRIGER	1	442.88	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-1	MISCELLANEOUS VENDOR	3	310.50	N		
01-10020	YORK COUNTY REGISTER OF D	1	42.00	N		
01-10110	BADGER METER INC	1	448.80	N		
01-10130	STATE FIRE MARSHAL TRAINI	1	50.00	N		
01-10770	MIDLANDS CONTRACTING INC	1	19,500.00	N		
01-10840	TOTAL ADMINISTRATIVE SERV	1	324.24	N		
01-10860	HITZ TOWING	4	223.50	N		
01-11220	PAUL DAVIS RESTORATION &	1	50.00	N		
01-14850	CHEREE FOLTS	1	17.02	N		
01-14880	ALFRED BENESCH & CO	2	16,888.50	N		
01-15280	ERICK BREKKE	1	177.00	N		
01-15560	OMAHA TRUCK CENTER	14	451.08	N		
01-15670	HOA SOLUTIONS INC	1	1,900.00	N		
01-15940	MED-TECH RESOURCE INC	4	3,872.21	N		
01-15980	HDR ENGINEERING INC	1	11,702.16	N		
01-16050	DAWSON ELECTRIC INC	1	1,985.00	N		
01-16710	ONE CALL CONCEPTS INC	1	73.21	N		
01-16900	AQUA-CHEM INC	1	166.32	N		
01-19320	CCS PRESENTATION SYSTEM	1	12,623.72	N		
01-19370	NE TECHNOLOGY & TELECOMMU	2	146.70	N		
01-19450	GERHOLD CONCRETE CO INC	1	417.02	N		
01-19940	OVERDRIVE INC	1	1,265.85	N		
01-20430	DERKSEN	1	16,051.00	N		
01-21320	CULLIGAN	1	15.00	N		
01-21570	CHESTERMAN CO	1	275.00	N		
01-21770	JANSSEN FORD	1	222.80	N		
01-21900	RDG PLANNING & DESIGN	1	10,500.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-22050	HEAVY METAL SUPPLY CO	6	656.05	N			
01-22200	KARESA NORQUEST	1	12.87	N			
01-22370	SPARQDATA	1	4,250.00	N			
01-22660	SPECTRUM ENTERPRISE	1	11.20	N			
01-23490	CORNHUSKER INTERNATIONAL	4		N			
01-23630	T & D CONSTRUCTION	1	500.00	N			
01-24090	AXIA PAYMENTS	1	75.25	N			
01-24120	FIRESRING	1	25.00	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-24700	WOODS & AITKEN	1	328.50	Y			
01-25100	NEBRASKA RURAL RADIO ASSO	2	812.00	N			
01-25440	E.H. WACHS UTILITY PRODUC	1	330.79	N			
01-25530	SAM'S CLUB MC/SYNCE	1	5,214.20	N			
01-25870	YORK SPRINKLERSYSTEMS	1	275.00	N			
01-26050	CVENT INC	1	3,520.49	N			
01-26080	AMGL, PC	1	14,580.00	N			
01-26770	MATT GEORGES	1	1,300.00	Y			
01-27110	SERVICE MASTER CLEANING &	1	594.27	N			
01-27210	MIDWEST AUTO PARTS INC.	37	2,642.01	N			
01-27460	ESSENTIAL SCREENS	1	25.79	N			
01-27570	LINCOLN CREEK ELECTRIC, L	2	39,785.60	N			
01-28030	JACOB STUTZMAN	1	136.60	Y			
01-28080	FIRST NATIONAL COMPANY	1	1,000.00	N			
01-28210	LAMPE'S CLEAN AIR SPECIAL	1	1,745.00	N			
01-28510	LEE ENT ADVERTISING	2	1,910.79	N			
01-28540	AMAZON BUSINESS	22	2,416.16	N			
01-28900	VILLAGE OF FAIRMONT	1	606.50	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-29270	ALLO	5	2,076.47	N		
01-29500	AT & T MOBILITY	1	185.80	N		
01-29690	PAYMENTECH, LLC	1	2,881.60	N		
01-29870	NAIMAN MITCHEL	1	83.28	N		
01-29950	AMERICAN EXPRESS TRAVEL R	1	9.00	N		
01-29970	AUTO ZONE	1	213.63	N		
01-30150	CARRIE REMMERS	2	49.56	N		
01-30890	PATRICK A HOTOVY	1	3,000.00	Y		
01-31130	DINGES PARTNERS GROUP LLC	1	11,060.00	N		
01-31420	CONSTELLATION PAYMENT PRO	1	486.08	N		
01-31490	VESTIS	4	464.04	N		
01-31900	SCHEELE-KAYTON CONSTRUCTI	1	300,038.50	N		
01-32210	INTERMEDIA.NET, INC.	1	2,011.49	N		
01-32710	BARRY SLATER, INC	1	1,000.00	N		
01-32750	PRODUCTION CREEK LLC	1	489.00	Y		
01-32860	ARNOLD MOTOR SUPPLY LLP	7	358.82	Y		
01-32880	KANSAS CITY AUDIO - VISUA	1	400.00	N		
01-32940	SABRE INDUSTRIES INC	1	16,218.00	N		
01-32990	MATTHEW KOCH	1	31.00	N		
01-33170	PAYROC LLC	1	358.61	Y		
01-33320	ZELLE LLC	1	3,500.00	N		
01-33330	DEVIN JOHNSON	1	44.17	N		
01-33340	NEAL AGARWAL	1	1,107.00	N		
01-33350	RODNEY HOLLING	1	200.00	N		
01-33360	AEL, INC	1	2,359.92	N		
01-33370	SHOCK AUTO GLASS	2	315.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT

*** REPORT TOTALS ***		363	678,045.21			
		Payroll	199,245.72			
		Total	862,710.93			

DEPARTMENT REPORTS

November

2025

COMMUNITY CENTER
CONVENTION CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

YORK PARKS & RECREATION - NOVEMBER 2025

COMMUNITY CENTER

Total Income: \$16,098.50

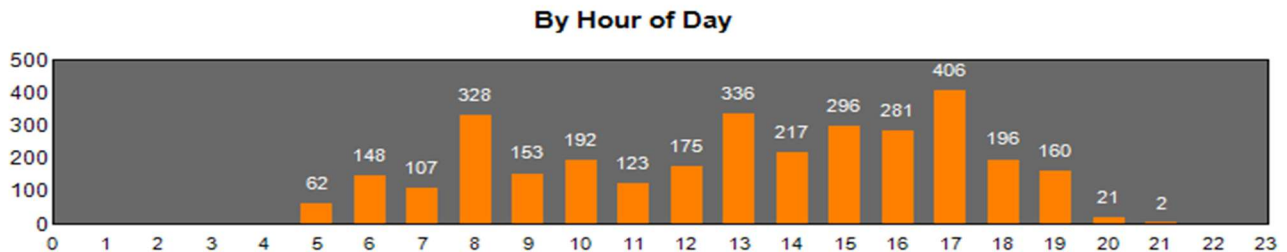
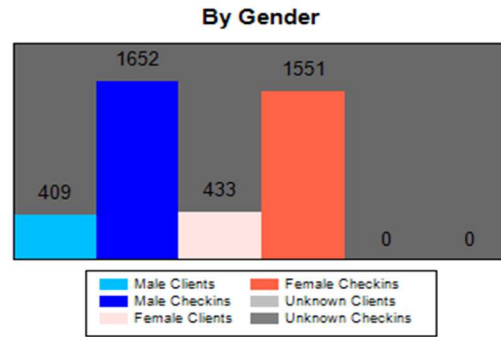
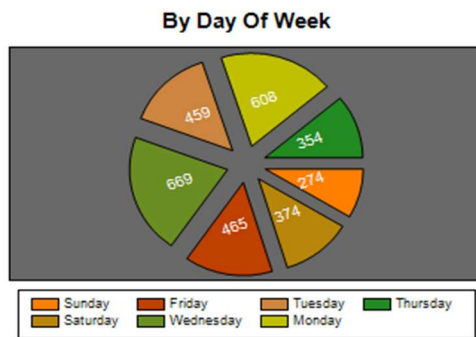
	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	Center Programs	Center Rentals	Aud Rentals	Miscellaneous
TOTALS	\$1,808.00	\$5,196.50	\$9,094.00	\$16,098.50	\$5,684.00	\$6.00	\$3,831.00	\$1,955.00	\$4,400.00	\$0.00

Total Memberships/Day Passes/Coupon Books Sold: 556



Attendance by York University Students: 565

Attendance Total by Membership: 3,203



YORK PARKS & RECREATION – NOVEMBER 2025

BALLPARK COMPLEX

Total Income \$0.00

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees	Registration & Facility Fees	Miscellaneous
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOCCER COMPLEX

Total Income \$78.75

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	Miscellaneous
TOTALS	\$134.75	\$0.00	\$144.50	\$279.25	\$78.75	\$0.00	\$0.00	\$0.00	\$0.00

FAMILY AQUATIC CENTER

Total Income \$0.00

Total Concession Income \$0.00

	CASH	CHECK	CREDIT	FAC TOTAL	FAC Admissions	FAC Programs	Swim Team Fees	FAC Attendance		CASH	CHECK	CREDIT	FAC Concessions	TOTAL
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PARKS

Total Income \$0.00

	CASH	CHECK	CREDIT	TOTAL	Park Rental Income	Levitt Concessions	Miller Concessions	Levitt Rental Income	Misc
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

FACILITY USAGE BY YPR LEAGUES AND PUBLIC RESERVATIONS

Auditorium	28	Miller Park Fields	0	Park Tennis Courts	0
Community Center	23	Levitt Field	9	Ballpark Complex Fields	0
Family Aquatic Center	0	Levitt Batting Cage	5	Ballpark Complex Batting Cages	0
Soccer Complex Fields	7	Park Shelters	0	Park Volleyball Courts	0

SUPPLY WORKS ORDERS BY DEPARTMENT

Water Department	\$0.00	Auditorium	\$0.00	City Shop	\$172.32
City Offices	\$0.00	Ballpark Complex	\$0.00	Soccer Complex	\$0.00
Police Dept	\$0.00	Airport	\$0.00	Museum	\$0.00
Fire Dept	\$118.02	FAC	\$0.00	Parks	\$0.00
Community Center	\$0.00	Library	\$0.00	Landfill	\$0.00
Total					\$290.34

NOTE: All Total Income figures are unofficial calculations.



November Department Report

Number of Events: 21

- Events held on 18 out of 30 days

Number of Guests: 3,600

Types of Events: Birthday Parties, Fundraisers, Wedding, Business Meetings & Trainings, Conferences and Board Meeting

Highlights of the Month:

We're pleased to share that our department had a strong and successful month filled with community involvement and seasonal celebrations.

We kicked off the holiday season with the Crossroads Junk & Vintage Holiday Market, which featured 50 vendors and drew over 800 shoppers in a single day. The turnout and enthusiasm made it a standout event.

We were also honored to host several meaningful community fundraisers, including the FFA Annual Harvest Moon, the Hope Gospel Rescue event, and the Emmanuel-Faith Believe Auction. Each gathering highlighted the generosity of our community and the importance of supporting local causes.

In addition to these events, our facilities stayed busy with Central Valley Ag's Annual Meeting, two weddings, and numerous business meetings and trainings, all contributing to a vibrant and productive month.

We were especially excited to welcome students for the Ignite Retreat, which brought youth from central and eastern Nebraska Catholic schools to York for a day focused on leadership, fellowship, and personal growth.

Thank you to everyone who helped make this month such a success. We look forward to carrying this positive momentum into the next.

Terri Carlson | Director
Holthus Convention Center



Kilgore Memorial Library
Director's Report
Prepared for December, 2025 York City Council meeting

1. The Kent Bedient Gallery is filled with 21 pieces of art by local artist, Giovanni Correa. These pieces are all oil on canvas works.
2. The library held an informative presentation by Karen Land about the 100th anniversary of the diphtheria epidemic serum run by sled dogs. Musher, Karen Land, shared about her experience as a contestant in the Iditarod trail race with her team of Alaskan huskies. The star of the show was, Noggin, one of the members of Karen's team.
3. Dino-vement was a huge hit with patrons of all ages voting for the type of dinosaur they would like to be by placing a dino bone on the wall in the column of their choice. The winner was meat-eater!
4. An upgrade to our library management software made it possible for us to establish a library card application kiosk for patrons to complete the information collected by paper forms in the past directly into our software. Staff quickly review data with photo id and give the new patron their library card. This process not only saves time, it reduces data entry errors when staff misinterpret handwriting that is not easily deciphered.
5. This is library director, Deb Robertson's, last report to the York City Council for Kilgore Memorial Library. It has been a wonderful journey and I truly am humbled for the experience.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	March 2026	April 2026	May 2026	June 2026	July 2026	Aug 2026	Sept 2026	Year to Date
Added to Physical Collections	333	224											557
Added to E-Book Collections	394	332											726
Physical item circulation	6,716	5,693											12,409
E-books Circulations	2,551	2,370											4,921
New Patrons	154	116											270
Public Computer logins	717	534											1,251
Door Count	3,675	3,352											7,027
Website visits	1,706	1,531											3,237
Meeting Room Use	1,356	446											1,802

Data Type	Total 2024	Total 2023	Total 2022
Physical Collections	55,576	59,885	62,255
E-Book Collections	76,651	63,283	59,624
Physical item circulation	66,080	62,261	63,625
E-book Circulations	27,194	20,693	17,362
Registered Borrowers	4,766	4,502	4,077
Public Computer logins	7,934	7,112	6,849
Door Count	39,785	36,610	36,648
Website visits	12,943	36,979	47,270
Meeting Room Use	6,613	5,738	5,239

Data for annual report to Nebraska Library Commission submitted January each year.

York Fire Department Monthly Report – November 2025

The York Fire Department responded to **124 calls for service** during November 2025.

Fire Responses – 12 Total

- 7 automatic fire alarms – *no damage*
 - 1 gas leak – *no damage*
 - 1 smoke scare – *no damage*
 - 2 outside fires – *no damage*
 - 1 building fire
 - Incident occurred at **Walmart** in the fabric section.
 - Fire was largely extinguished prior to arrival through the use of fire extinguishers by employees and the public.
 - The individual responsible contacted dispatch, admitted to starting the fire, and was arrested.
 - Estimated damage: **over \$500,000**
 - Store closure: **3 days**
-

EMS Responses

- **82 total 911 ambulance calls**
 - **30 patient transports** to hospitals for higher-level care
 - **6 instances** of simultaneous dual-unit responses
-

Activities

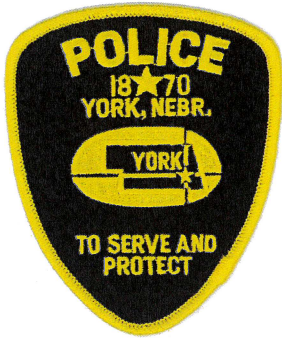
- **November 4:** C Shift toured Collins Aerospace.
- **November 6:** Fire Chief attended the Southeast Community College York Advisory Committee meeting.
 - Discussion included the potential construction of a new Learning Center.
 - SECC announced a partnership with York General Hospital to expand nursing education in the area.
- **November 12:** Nancy Davidson represented the Department at the YCDC Career Day at York University for volunteer firefighter recruitment, with positive interest generated.
- Multiple meetings were held by the **Fire Station Building Committee**. Architects visited from Texas on **November 7** to assess project progress.
- **November 24:** FF Lambert presented fire safety education at York Elementary School.
 - Topics: smoke detectors, home exit drills, kitchen safety, and bicycle helmet use

- Attendance: approximately **100 children** and **10 adults**
-

Training

- Significant focus on completing the internal **Training Academy**.
 - Probationary firefighters **Isaac Bridges, Lauren Tucker,** and **Cesar Chacon** successfully completed probation.
 - Captain Quick and the Fire Chief completed updated **American Heart Association CPR** certification.
 - **November 7:** Paramedics began their biannual refresher with an **Advanced Cardiac Life Support (ACLS)** course.
 - FF Rafert completed **Fire Instructor I**, earning national certification.
 - EMS training consisted of scenario-based instruction hosted by A Shift.
 - **Total training hours for the month: 126 hours**
-

Respectfully submitted,
Anthony Bestwick
Fire Chief, York Fire Department



York Police Department

315 North Grant Ave.
York, Nebraska 68467

Monthly Activity Summary Report November 2025

Total Calls for Service: 854

Types of Calls:

Accidents:	19
Adult/Child Abuse Investigations:	52
Alarms/Security Checks:	32
Animals:	45
Assaults:	17
Assist Outside Agencies:	9
Community Services:	44
Disturbances/Disorderly Conducts:	21
Health/Enumerations:	8
Larceny/Thefts:	36
Traffic:	90
Vandalism/Criminal Mischiefs:	6
Welfare/Mental Health	30

Enforcement Activity:

Criminal Arrest/Citations:	32
Traffic Citations:	47
Traffic Warnings:	295
Health Violations:	4

Miles Patrolled: 11,106

Additional Information:

The police department remained busy throughout November, including responding to an arson incident at Walmart. Officers quickly evacuated employees and customers while initiating the investigation. The preliminary findings indicate that a 20-year-old male suspect entered the store with the intent to start a fire. Once inside, he used store items to ignite merchandise before leaving the immediate area. Officers located and arrested him shortly afterward, and he was lodged at the York County Corrections. This is an example of the level of professionalism and dedicated policing demonstrated by our officers, which occurs on a daily basis.



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

November — 2025

STREET DEPARTMENT

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

Street	52	Airport	0	Park	5	Fire	4
Police	0	Landfill	0	Wastewater	19	Water	6

The street sweeper operated 62 hours in November, during which time 246 miles were swept and 48 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	76
Shop cleaning	16
Property maintenance	77
Snow removal	132
Mowing/weed control	16
Tree/shrub maintenance	65
Sidewalk repair	13
Right-of-way maintenance	148
Gravel street/alley maintenance	8
Paved surface maintenance	282
Storm sewer repair	0
Traffic signing/signal installation/repair	16
Trash removal	43
Christmas decorations	61
Equipment services	73
TOTAL	1026

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Property maintenance	10
Mowing/weed control	68
Tree/shrub maintenance	4
Ball field maintenance	109
Playground equipment maintenance	2
Trash removal	0
System maintenance	2
Paved surface maintenance	51
Equipment services	8
TOTAL	254

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
Building maintenance	0
System maintenance	0
Property maintenance	42
Mowing/weed control	0
TOTAL	42

AUDITORIUM

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	4
Building maintenance	0
Property maintenance	0
Mowing/weed control	0
System maintenance	2
Paved surface maintenance	95
TOTAL	101

WASTEWATER TREATMENT PLANT

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

	Last Month	2025	2024	Units
Total flow	32,730,490	29,660,426	28,283,082	gallons
Average flow/day	1,055,822	988,681	942,769	gallons
Average flow/person	131.98	123.59	117.85	gallons
Grit and screenings to landfill	92.18	2.03	2.80	tons
Bio solids wasted	1.563736	1.263552	1.173015	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	172
Building maintenance	63
Sewer system maintenance	60
Property maintenance	66
One-call locates	13
Laboratory testing	66
Equipment maintenance	104
Sludge removal	0
Custodial	2
Snow removal	2
Mow & weed control	6
Tree & shrub maintenance	2
TOTAL	556

WATER DEPARTMENT

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

	Last Month	2025	2024	Unit
Total water pumped	41,450,000	23,286,000	25,492,000	gallons
Total water billed	55,347,465	27,929,843	32,441,775	gallons
Average use per day	1,337,097	751,161	822,323	gallons
Average use per person	167	94	103	gallons
Total electricity used	70,315	44,587	44,764	kW
Pumps yield	589	522	569	gallons/kW
Peak pumping date	1 st	7 th	1 st	
Peak amount	2,124,000	1,029,000	1,109,000	gallons

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

	2025	2024
Water bills	1748	1751
Sewer bills	1658	1663
New taps	0	0
Service leaks	0	0
Main leaks	0	0
Diggers Hotline calls	78	170

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	43
Distribution maintenance	227
Property maintenance	8
One-call locates	17
Meter reading	24
Final notice collection	3
Meter maintenance	0
Pump/well maintenance	0
General maintenance	8
Mow & weed control	13
Paved surface maintenance	14
New main install	84
TOTAL	441

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2025		2024	
	Trips	Tons	Trips	Tons
Landfill	790	2259.08	833	2228.91
C & D	122	207.76	109	160.27
Transfer Station	97	27.34	54	33.68
Brush Pile	86	47.02	148	534.11
Tire Pile	1	0.00	0	0
Metal Roll-off	0	0.00	0	0
Total	1096	2541.20	1144	2956.97

Revenue collected during November totaled \$151,293.27. The same period last year totaled \$174,941.02.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	163
Landfill Equipment	405
Wind screen & litter control	0
General maintenance	2
TOTAL	570

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	104
Mowing/weed control	3
TOTAL	107

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	1026	33	6.4
Parks/Com Center/Aud/FAC	397	13	2.5
Landfill	570	19	3.6
Wastewater	556	18	3.5
Water	441	14	2.8
Airport	107	3	0.7
TOTAL	3097	100	19.5

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2025	2024	Permits Issued:	2025	2024
Building	59	48	Building	13	25
Electrical	38	50	Electrical	8	4
Plumbing	22	12	Plumbing	1	3
Mechanical	11	7	Mechanical	6	2
Nuisance	4	1	Curb/Street	3	1
Total	134	118	Total	31	35

Thirteen (13) permits were issued in November for a value of \$351,415.00, which brings the total for the year to \$50,866,181.82. (See attached.)

Permits of note issued:

- York University Reroof Freeman Center \$138,534.00
- York General Parking lot expansion \$100,225.00

Building Permits issued in November 2025*03-Dec-25*

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
Lisa Johnson	926 N York Ave		Reroof, reside	35,000.00
Roebuck Enterprises LLC	125 W 2nd St		Build a wall, add electrical & plumbing	6,500.00
Mule Tuff LLC	2605 S Lincoln Ave		Install solar array on roof	32,055.00
Kayla Vandaam	205 W 3rd St		Reroof	5,000.00
Lisa Johnson	926 N York Ave		Reroof	11,500.00
Nienhueser Lands LLC	335 W 25th St		Reroof	4,000.00
Nancy & Ruben Knight	1806 N Nebraska Ave		Shed	7,000.00
Patricia Kyhn	317 E 16th St		Replace windows & siding	1,500.00
Roy & Denise Nickels	417 E 17th St		Shed w/ porch roof	5,000.00
Niclaus & Macey Marsden	1319 N Pennsylvania Ave		Fence	3,350.00
York University	1125 N Delaware Ave		Reroof Freeman Center	138,534.00
Timothy Taylor	1016 N York Ave		Carport	1,751.00
York General	2714 N Lincoln Ave		Parking lot expansion	100,225.00
				<hr/> \$351,415.00
			Permits Issued:	13

CITY OF YORK
CASH BALANCES
for the Month of September 2025 - PRELIMINARY as of 12-05-2025 TRIAL BALANCE

Fund #	Fund	10/1/2024 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$4,264,873.70	\$1,473,089.84	\$15,539,995.36	\$1,015,237.10	\$14,593,812.50	\$5,211,056.56
	American Rescue Plan Act	\$20,934.06	\$0.00	\$0.00	\$0.00	\$20,934.06	\$0.00
10-102	Auditorium	\$0.00	\$19,903.47	\$267,887.93	\$21,761.40	\$259,898.88	\$7,989.05
10-103	Park	\$51,100.00	\$79,710.22	\$919,401.88	\$67,301.46	\$837,593.58	\$132,908.30
10-104	Police	\$49,856.00	\$263,409.36	\$3,179,627.92	\$237,055.68	\$2,950,217.10	\$279,266.82
10-105	Community Center	\$0.00	\$75,484.72	\$862,478.74	\$47,398.92	\$701,678.94	\$160,799.80
10-106	Aquatic Center	\$0.00	\$26,367.88	\$398,826.24	\$33,306.19	\$376,421.97	\$22,404.27
10-110	Senior Center	\$0.00	\$1,928.46	\$23,141.52	\$1,699.48	\$14,197.43	\$8,944.09
10-201	Convention Center	\$0.00	\$79,419.23	\$859,365.61	\$76,687.77	\$728,385.21	\$130,980.40
10-111	Ball Field	\$0.00	\$35,394.59	\$589,820.03	\$47,669.74	\$625,301.79	(\$35,481.76)
10-112	Museum	\$0.00	\$11,288.87	\$121,596.00	\$14,115.59	\$121,004.36	\$591.64
10-113	Soccer Complex	\$25,000.00	\$16,381.79	\$221,350.37	\$36,508.33	\$230,750.35	\$15,600.02
13	User Fees	\$25,587.85	\$1,780.00	\$5,840.00	\$8.73	\$295.37	\$31,132.48
22	Ambulance	\$42,917.30	\$162,529.35	\$2,592,271.35	\$173,759.55	\$2,212,309.89	\$422,878.76
22	Fire	\$0.00	\$72,547.63	\$717,525.67	\$76,463.81	\$626,122.98	\$91,402.69
23	Capital Projects Sinking	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00	\$2,000,000.00
24	Library	\$0.00	\$69,434.85	\$851,801.32	\$79,141.41	\$772,696.65	\$79,104.67
14-000	General Capital-Non-Dept.	\$59,199.08	(\$6,559.50)	(\$6,559.50)	\$36,323.50	\$102,038.58	(\$49,399.00)
14-146	General Capital - Parks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-147	General Capital - Ballpark	\$58,818.83	\$0.00	\$406.44	\$0.00	\$59,225.27	\$0.00
14-148	General Capital - Soccer	\$5,071.44	\$0.00	\$35.02	\$0.00	\$5,106.46	\$0.00
14-149	General Capital - Levitt	\$54,265.68	\$0.00	\$394.90	\$0.00	\$54,660.58	\$0.00
14-221	General Cap - Ambulance	\$2,036,751.58	\$0.00	\$2,524,099.86	\$555,316.16	\$2,999,363.57	\$1,561,487.87
14-222	General Capital - Fire	\$2,036,751.65	\$0.00	\$2,524,099.81	\$555,316.16	\$2,999,363.47	\$1,561,487.99
General Balances		\$8,731,127.17	\$2,382,110.76	\$34,193,406.46	\$3,075,070.98	\$31,291,378.99	\$11,633,154.64
11	Keno	\$1,758.16	\$0.00	\$33.91	\$0.00	\$1,792.07	\$0.00
20	Aviation	\$226,641.98	\$43,529.74	\$338,334.08	\$197,705.30	\$510,474.38	\$54,501.68
31	Fire Pension	\$0.00	\$19,722.48	\$238,475.13	\$17,679.46	\$245,161.56	(\$6,686.43)
30	Police Pension	\$0.00	\$9,795.75	\$117,314.34	\$8,431.00	\$110,171.63	\$7,142.71
32	911 Surcharge	\$16,829.12	(\$87.14)	\$3,665.58	(\$80.07)	\$22,067.92	(\$1,573.22)
33	Health Insurance	\$1,708,408.78	\$210,674.19	\$2,013,158.13	\$191,571.64	\$1,967,420.31	\$1,754,146.60
Total Tax Funds		\$10,684,765.21	\$2,665,745.78	\$36,904,387.63	\$3,490,378.31	\$34,148,466.86	\$13,440,685.98
50	Street	\$4,590,669.19	\$213,016.21	\$2,905,565.59	\$409,563.44	\$6,102,092.92	\$1,394,141.86
70	Landfill-Cash & Invest	\$3,692,209.04	\$266,985.75	\$2,542,895.93	\$656,176.16	\$2,686,932.00	\$3,548,172.97
	Landfill-Operations	\$112,807.75	\$225,200.42	\$1,818,093.51	\$225,200.42	\$1,818,093.51	\$112,807.75
	Landfill-Debt Service	\$286,402.92	\$40,008.13	\$477,870.88	(\$415,691.66)	\$56,065.84	\$708,207.96
78	Old Landfill Closure	\$13,101.33	\$146.28	\$636.27	\$0.00	\$0.00	\$13,737.60
79	Landfill Post Closure	\$3,202,615.29	\$37,139.03	\$285,228.08	\$0.00	\$0.00	\$3,487,843.37
	C&D Site Closure/Post Closure	\$252,634.94	\$3,060.19	\$34,756.48	\$0.00	\$0.00	\$287,391.42
75	Landfill Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Non-Tax Funds		\$ 12,150,440.46	\$ 785,556.01	\$ 8,065,046.74	\$ 875,248.36	\$ 10,663,184.27	\$ 9,552,302.93
12	CDBG Repurpose Projects	\$0.00	\$0.00	\$259,606.98	\$121,430.00	\$126,563.22	\$133,043.76
12	CDBG Revolving Loan	\$89,920.65	(\$272.93)	(\$199.79)	(\$272.93)	\$90,768.78	(\$1,047.92)
12	Housing Grant - Federal Funds	\$123,217.39	\$29.41	\$104,181.06	\$0.00	\$85,896.04	\$141,502.41
12	Buy Rehab Sell	\$168,422.17	\$0.00	\$143.10	\$0.00	\$168,565.27	\$0.00
18	Creative District	\$236.58	\$194.80	\$110,465.87	\$15,114.79	\$83,951.84	\$26,750.61
60	Federal Proj (Blackburn Br))	\$741.86	\$604.84	\$189,955.16	\$0.00	\$50,437.50	\$140,259.52
60	Shadow Brook Project	(\$14,374.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,374.68)
60	Concrete Panel/Asphalt Proj	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19-192	Land Acq - Indust. Park	\$207,422.81	(\$36,261.07)	\$73,187.68	(\$37,828.87)	\$39,284.21	\$241,326.28
19-193	Land Acq - Right-of-ways	\$21,561.20	\$0.00	\$0.00	\$0.00	\$0.00	\$21,561.20
19-194	Land Acq - Parks	\$67,361.72	\$0.00	\$0.00	\$0.00	\$0.00	\$67,361.72
16	Total Bond Funds	\$721,836.79	\$63,261.76	\$978,181.91	(\$2,277.51)	\$1,009,147.49	\$690,871.21
40	Total TIF Funds	\$450,238.48	\$14,980.84	\$133,583.23	\$75,965.39	\$180,604.37	\$403,217.34
Total Misc. Funds		\$ 1,836,584.97	\$ 42,537.65	\$ 1,589,498.22	\$ 50,700.87	\$ 1,708,655.50	\$ 1,850,471.45
Total All Funds		\$ 24,671,790.64	\$ 3,493,839.44	\$ 46,558,932.59	\$ 4,416,327.54	\$ 46,520,306.63	\$ 24,843,460.36

LB 357 Cash Available	(from Page 2)	\$2,443,240.35
Wastewater Cash Available	(from Page 3)	\$5,973,234.51
Water Cash Available	(from Page 3)	\$10,495,612.92
		\$43,755,548.14

City of York
LB 357 Funds Summary

	31-Aug-25	30-Sep-25
LB 357 Funds Allocation		
Cash Balance	\$17,372,791.79	\$17,533,193.81
Less: Quiet Zone	(\$1,504,475.21)	(\$1,504,475.21)
School-Owned Properties	(\$1,116,730.34)	(\$1,116,730.34)
Ball Field	(\$9,874,685.69)	(\$9,874,685.69)
City-Owned Properties	(\$2,594,062.22)	(\$2,594,062.22)
Total Cash Available	\$2,282,838.33	\$2,443,240.35
Less Restricted Funds		
Debt Service	(\$979,671.32)	(\$1,123,703.77)
Debt Service Reserve	\$0.00	\$0.00
Total LB 357 Funds	\$1,303,167.01	\$1,319,536.58

City of York
Public Works Summary

	31-Aug-25	30-Sep-25
Wastewater		
Cash Balance	\$5,837,535.00	\$5,973,234.51
Less: Construction Fund	\$0.00	\$0.00
 Total Cash Available	 \$5,837,535.00	 \$5,973,234.51
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$242,626.37)	(\$1,441,871.27)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
 Total Unrestricted Funds	 <u>\$5,594,908.63</u>	 <u>\$4,531,363.24</u>
 Water		
Cash Balance	\$9,277,619.76	\$9,218,376.64
Less: Construction Fund	(\$47,417.76)	(\$11,707.56)
Add: Farm Management Acct	\$1,283,744.35	\$1,288,943.84
 Total Cash Available	 \$10,513,946.35	 \$10,495,612.92
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$59,959.11)	(\$799,429.08)
Debt Service Reserve	(\$266,500.00)	(\$266,500.00)
 Total Unrestricted Funds	 <u>\$10,187,487.24</u>	 <u>\$9,429,683.84</u>
 Landfill		
Cash Balance	\$8,051,306.19	\$8,158,161.07
Less: Construction Fund	\$0.00	\$0.00
 Total Cash Available	 \$8,051,306.19	 \$8,158,161.07
 Less Restricted Funds		
Operations	(\$112,807.75)	(\$112,807.75)
Debt Service	(\$252,508.17)	(\$708,207.96)
All Closure Funds	(\$3,748,626.89)	(\$3,788,972.39)
 Total Unrestricted Funds	 <u>\$3,937,363.38</u>	 <u>\$3,548,172.97</u>

City of York

for the Month of September 2025 - PRELIMINARY as of 12-05-2025 TRIAL BALANCE

Auditors Grouping	Total Amount	Restricted or Assigned	Unrestricted	Notes
10 General:				
General	\$5,211,056.56	31,940.55	\$5,179,116.01	Restricted - YCF (Parks, Police) & Police Memorial Fund
ARP Act \$	\$0.00	\$0.00	\$0.00	Restricted grant money
Senior Center	\$8,944.09		\$8,944.09	
Police	\$279,266.82	\$49,856.00	\$229,410.82	Restricted - Federal equitable sharing money
Community Center	\$160,799.80		\$160,799.80	
Park	\$132,908.30	\$51,100.00	\$81,808.30	Mincks Park splash pad donations & grants
Auditorium	\$7,989.05		\$7,989.05	
Convention Center	\$130,980.40		\$130,980.40	
Aquatic Center	\$22,404.27		\$22,404.27	
Ball Park	(\$35,481.76)		(\$35,481.76)	
Museum	\$591.64		\$591.64	
Soccer Complex	\$15,600.02	\$25,000.00	(\$9,399.98)	Lighting project
Total	\$5,935,059.19	\$157,896.55	\$5,777,162.64	
13 User Fees	\$31,132.48		\$31,132.48	
14 General Capital Projects	\$3,073,576.85	\$3,073,576.85		Bonded project - Fire Station
22 Fire/EMS	\$514,281.45	\$55,488.64	\$458,792.81	Restricted - York Community Foundation
24 Library	\$79,104.67		\$79,104.67	
30 Police Pension	\$7,142.71		\$7,142.71	
31 Fire Pension	(\$6,686.43)		(\$6,686.43)	
Total General	\$9,633,610.92	\$3,286,962.04	\$6,346,648.88	
50 Street	\$1,394,141.86	\$1,394,141.86		
20 Aviation	\$54,501.68	\$54,501.68		
16 Debt Service	\$690,871.21	\$690,871.21		
15 LB 357	\$2,443,240.35	\$2,443,240.35		
23 Capital Projects Sinking	\$2,000,000.00	\$2,000,000.00		
60 Capital Projects	\$125,884.84	\$125,884.84		
12 CDBG	\$273,498.25	\$273,498.25		
18 Creative District	\$26,750.61	\$26,750.61		
11 Keno	\$0.00	\$0.00		
19 Sinking	\$330,249.20	\$330,249.20		
32 E911	(\$1,573.22)	(\$1,573.22)		
40 TIF	\$403,217.34	\$403,217.34		
Total Governmental	\$17,374,393.04	\$11,027,744.16	\$6,346,648.88	
70 Landfill:				
Landfill	\$3,548,172.97	1,351,061.00	\$2,197,111.97	Rate Stabilization per HDR
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$708,207.96	\$708,207.96		Bond Requirements
Old Landfill Closure	\$13,737.60	\$13,737.60		
Landfill Closure/Post	\$3,487,843.37	\$3,487,843.37		
C&D Site Closure/Post	\$287,391.42	\$287,391.42		
Construction	\$0.00		\$0.00	
Total Landfill	\$8,158,161.07	\$5,961,049.10	\$2,197,111.97	
80 Wastewater	\$5,973,234.51	\$1,441,871.27	\$4,531,363.24	Bond Requirements
90 Water	\$10,495,612.92	\$1,065,929.08	\$9,429,683.84	Bond Requirements
Total Enterprise	\$24,627,008.50	\$8,468,849.45	\$16,158,159.05	
33 Health Insurance	\$1,754,146.60	\$1,754,146.60		Assigned for insurance claims needs
Total City	\$43,755,548.14	\$21,250,740.21	\$22,504,807.93	



Council Priorities from Strategic Planning/Mayoral 2025 Goals

Housing – Increasing housing stock and quality of units

- 9 Permanent – 40 Temporary New Housing Units from Expedited TIF
 - 7 apartments; 2 single family units; 40 Temporary Workforce Units
- Housing Development started on Wellfield Land
- Housing permits for 2 new Duplexes and 12 new single-family houses (as of end of Nov.)
- Streamlined fees/process for Building Permits and Remodeling Permits

Industrial Park –Continue Industrial Growth (Projects Completed with YCDC Collaboration)

- Due Diligence and Concept Plan completed with grant assistance
- Virtual Spec video completed with grant assistance
- Multiple RFI and tours

Economic Development – Continue Retail Growth (Projects Completed with YCDC Collaboration)

- Over 4% real property valuation growth (component of valuation increase due to actual property improvements)
- New Hotel and Pump & Pantry Renovation with Tax Increment Financing (TIF) assistance
- Retail Coach community meetings and recruitment of firms
- Nebraska Department of Economic Development Talent Recruitment Grant and Implementation (Videos/Marketing to talent)

Public Buildings -- Enhance City Identity and Pride

- Fire Station – near completion
- Auditorium – Sound, Curtains, External lights, YCVB grant for floor & stage lights
- Holthus Convention Center – Painting & New Lobby Screen
- Public Works – Safety Shelters at airport and landfill – Landfill trash fencing

Quality of Life

- School Resource Officer
- New and safe playground equipment at all city parks (Harrison Park in 2025)
- Library Maker Space technology and staffing

- Event/Parade Policy and Form Clarifications
- YorkFest and Holiday Festival Assistance
- Creative District grant funds for Yorkshire Theater and Auditorium
- Generator for storm shelter in Auditorium

Entrance Improvements – Enhance City Identity and Pride

- Demolition of old parts building
- Planning for green space improvements
- Comprehensive Plan Discussions on Interchange and Downtown improvements

Other -- Enhance city identity and pride

- Spring Spruce Up promotion and collaboration with York Visitor's Bureau
- Free drop off for branches – spring clean up
- Comprehensive Plan Update – Attention to city identity and image
- Library state conference in York – Great visibility for York library and library staff
- York Visitor Bureau funds for pole banners
- Brand Guide and updated logos
- Question/Answer assistance on website

Continue to Improve Traffic and Pedestrian Safety

- School traffic safety study completed
- Trail extension for west York with Reuse Funds
- Lights at East Hills Park

Internal Process -Process Improvements

- Digital permitting and Fee/Regulation Streamlining
- Digital system for Clerk documents and start on digitizing documents
- Personnel manual updates
- Cyber Security upgrades and training
- Social opportunities for staff (Christmas, Library Breakfast, 70's lunch)
- Comprehensive Planning discussions designed to include staff

Personnel

- Full-time fully staffed – one retirement; one resignation in 2025
- Two police through academy
- Two new EMS certified paramedics 3 – 4 full paramedics on each shift



Council Strategic Plan Goals (2024/2025)

IMMEDIATE PRIORITIES



HOUSING



INDUSTRIAL PARK



FIRE STATION

OTHER PRIORITIES



ECONOMIC DEVELOPMENT

1. Infrastructure at Intersecta
2. Business growth north of town
3. Industrial park growth



PUBLIC BUILDINGS

1. Library
2. Use of Fire Station
3. Police staff and vehicles



QUALITY OF LIFE

1. Trail bathrooms
2. Amphitheatre
3. Pickleball courts
4. Trail expansion to Recharge



ENTRANCE IMPROVEMENTS

1. 3rd & Grant
2. I-80
3. Bypass

Mayoral Goals 2025

- Enhance city identity and pride
 - Downtown entrance renovation
 - Step up property maintenance and beauty with community collaborations
- Continue retail and industrial growth
- Comprehensive Plan Review and Update (Year 1 of 2)
- Increase quality of housing stock and quality rental units
- Continue to improve traffic and pedestrian safety

AGREEMENT RENEWAL

Maintenance Agreement No. 25 / QE2116
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of YORK
Municipal Extensions in YORK

We hereby agree that Maintenance Agreement No. 25 / QE2116 described above be renewed for the period January 1, 2026 to December 31, 2026.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, .

ATTEST: City of _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, .

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: York

Date: 1/1/26

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 9.16 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,090.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

9.16 lane miles x \$2,090.00 per lane mile = \$19,144.40.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,470.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

10.30 lane miles x \$1,470.00 per lane mile = \$15,141.00

Other (*Explain*)

\$19,144.00 - \$15,141.00 = \$4,003.00 due the City

**ATTACHMENT C
CITY OF YORK--2026**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

Description	HWY NO.	Reference Post		Length in Miles	Total Driving Lanes	Total Lane Miles	Responsibility	
		From	To				State	City
South City limits to S. 21 st St.	81	57.64	59.93	2.29	4	9.16	*9.16**	
West City limits to leave City limits	34	271.31	271.75	0.44	2	0.88	0.88**	
Re-enter City limits to leave City limits	34	271.93	271.96	0.03	2	0.06	0.06**	
Re-enter City limits to east City limits	34	273.38	273.48	0.10	2	0.20	0.20**	
TOTALS:				2.86		10.30	10.30	

***State will pay City for surface maintenance 9.16 lane miles.**

****City will pay State for snow plowing 10.30 lane miles.**

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 25 QE 2116 Supp 003
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of YORK
Municipal Extensions in YORK

We hereby certify that all roadway snow removal and surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Wes Wahlgren, Department of Transportation, City, Nebraska.

ATTEST: _____ day of _____, .

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Jim Pillen, Governor

December 11, 2025

Amanda Ring
City Clerk
100 East 4th Street
York, NE 68467-0276

RE: Renewal of Maintenance Agreement No. 25 – QE2116-004
Certificate of Compliance No. 25 – QE2116 – 003

Attached to this letter is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2026, and runs thru December 31, 2026. The rates for 2026 will be updated as explained below. Please arrange for the review and execution of these documents by the proper city officials and return to this office as soon as possible for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

NDOT will continue using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement beginning with the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 – 2029.

	2025	2026	2027	2028	2029
Snow Removal	\$1,430.00	\$1,470.00	\$1,510.00	\$1,560.00	\$1,600.00
System Preservation	\$2,030.00	\$2,090.00	\$2,160.00	\$2,220.00	\$2,290.00

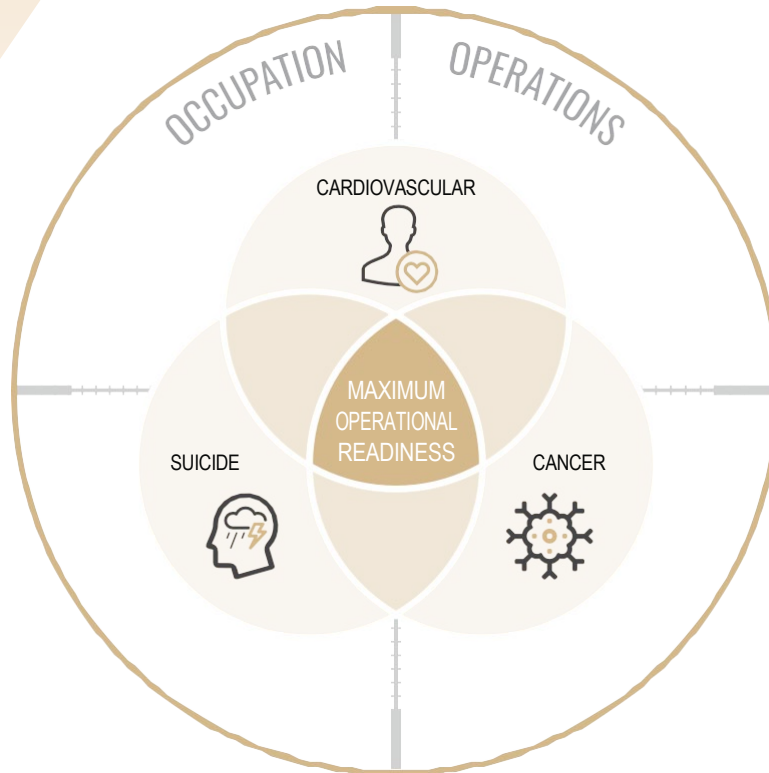
Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2025 thru December 31, 2025.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 30, 2026**.

Sincerely,

Wesley Wahlgren
District Engineer

THE FRONT LINE METHOD



Front Line brings over 228 years of active military experience, over 10,000 days deployed in support of combat operations and is built specifically to meet the needs of the Public Safety community.

Multiple states, more than 190 departments, 13,000+ Public Safety professionals
— From hire to retire and everything in between.

EXECUTIVE SUMMARY

There is a growing need for better health and wellness programs for Public Safety Officers. The three leading causes of death - cardiovascular disease, cancer and suicide, present an ever-increasing risk that fire and police departments everywhere are struggling to suppress.

The following proposal will demonstrate how Front Line understands the occupational risk facing Public Safety Officers today; how we have addressed those issues with our human talent, our technology as well as our experience earned by doing thousands of physicals yearly in multiple states in more than 190 unique Public Safety departments.

Front Line Mobile Health is a veteran-owned company and was founded in 2016. It is the brainchild of a chance conversation between a Battalion Chief, with 20 years in the fire service, and an Army Physician Assistant. The Battalion Chief highlighted the challenges facing the fire service in Texas, specifically the need for specialized medical providers who understood the intricacies of cardiovascular disease, cancer, as well as suicide. He also lamented the difficulty he had experienced with multiple medical systems and several out-of-state companies.

What has evolved over the last nine years has culminated in what you will read on the following pages. We identified several critical factors we learned in the military and translated these for the work we now do with Law Enforcement and Fire Service organizations across the country. These permeate everything we do:

1. **Show the Firefighter or Law Enforcement Officer that you actually care.**
They know right way if you don't.
2. **Do not lie or feed them a line of bull.** They can see right through this.
3. **Know your stuff.** They expect it from you.
4. **Don't just identify problems.** Provide solutions at the same time.
5. **Winning matters, especially when lives are in the balance.**



Currently, we partner with over 190 Fire and Police departments across multiple states. We provide a multitude of services to each client that range from annual NFPA 1580 occupational medical examinations, candidate medical examinations, candidate psychological examinations, promotion suitability psychological examinations, medical and psychological fitness-for-duty examinations, to workers' compensation reviews, risk management evaluations, immunization titer screening, Department Physician Services, and a multitude of workshops and in-person training that address the most pressing issues facing Public Safety professionals.

We are gratified to know that our goal of revolutionizing healthcare for Public Safety professionals is having a positive impact and changing the way screening, early identification, and prevention is approached.

Why Front Line?

- We consistently outperform the competition
- We are committed to continual improvement and harness every ounce of data and knowledge we gain and share this with our partners — helping to make them healthier, more effective, and ready to fight and win
- Our focus is not the total number of physicals performed or departments we serve. Our measure of effectiveness is the number of departments we have partnered with over the lifetime of Front Line that have left to go with another vendor; **ZERO**
- We believe to stay relevant we must continually reinvent ourselves, push the envelope as it relates to testing, screening, education and technology. It is our responsibility to re-earn the trust of our partners every year

The extensive military and first-responder experience of our team and their knowledge of what it means to serve drives us to continue to bring innovative health and wellness strategies to those who put themselves in harm's way every day.

OUR EXPERIENCE

Our core team is composed of former military medical providers, and most of our support personnel are all connected to the military or Public Safety by a family member. This shared understanding separates us in the marketplace. Over the last 20 years, our team has spent much of their lives separated from their families, serving overseas or in extended training rotations, and providing good medicine in bad places. These shared experiences have helped us create a relationship of trust, understanding, and empathy with our Public Safety brethren — because we understand what it means to serve.



Stats and Experience



228 Total Years of Active Military Service

10,000+ Number of Days In Support of Combat Operations

In Business Since **2016**

13,000+ Physicals Per Year 2025 projection

- Developed the first-ever online behavioral health screening tool specific for the fire service
- Contributed to the IAFC's "A Fire Department's Guide to Implementing NFPA 1582"
- Assisted the Texas State Legislature in enacting new laws that dictate the amount of impairment a firefighter receives when they are diagnosed with cancer
- Presented at FRI 2019, "Updates to NFPA 1582" as well as "How to Implement an Effective Behavioral Health Program"
- Presented at FRI 2022, "The US Army's New Senior Leader Selection Model - A Consideration for the Fire Service"
- **Published Medical Study, 2022:** *Subclinical Cardiac Dysfunction is Associated with Reduced Cardiorespiratory Fitness and Cardiometabolic Risk Factors in Firefighters*
- **Published Medical Study, 2023:** *Caring for our Community First Responders: Annual Cardiovascular Screening for Firefighters*
- **Published Medical Study, 2024:** *Climbing the Ranks: A Study of Firefighter Health Disparities*



We have helped **17** different fire departments obtain

\$4.2 MILLION in FEMA Grant funding

SERVICETIERS FOR ANNUAL EVALUATIONS

Front Line is pleased to present a three-tiered service structure designed to meet virtually any budget with comprehensive physical and mental health evaluations. We can also curate custom programs based on individual department's requirements. Please note that whatever tier the department chooses will apply to all participants, though some customization is allowed for administrative staff and other city employees.

FOUNDATIONS

FOUNDATIONS is designed and priced for those departments looking for a basic medical evaluation that meets the NFPA 1582/WFI 4th Edition, as well as the California POST. This level serves as a starting point for those that have never had a health and safety program or those under severe budgetary constraints. While the investment is low, the components of the medical evaluation are extensive.

The participant leaves with hardcopy reports and access to their reports via our digital portal. This allows the results to be shared with family or other medical providers. Front Line also provides a risk analysis to the department leadership to help guide policy decisions and will identify potential liabilities.



FOUNDATIONS

- Standard NFPA-1580 Medical Assessment
- Meets California POST requirements
- Basic Labs & Urinalysis
- Biometric Assessment (Vision, Hearing & Body Composition)
- Resting EKG
- Exam and Provider Consultation
- Portal Access

ESSENTIALS

ESSENTIALS features the Human Performance Assessment (behavioral health screening), cancer screening, and cardiopulmonary exercise testing (CPET), using the same equipment found at institutions such as the Mayo Clinic, Brigham & Woman's, and Mass General (Harvard). Additionally, the National Football League uses CPET to evaluate draftees at the NFL Combine for their cardiovascular health. To prioritize budget, ESSENTIALS offers cancer screening and cardiovascular screening in alternating years.

ESSENTIALS provides each participant a Human Performance Assessment measuring sleep, alcohol use, stress, depression, anxiety, social support, compassion, burnout, and secondary stress. These results are reviewed in detail with the participant and in aggregate form with department leadership.

Departments will receive the Front Line Operational Threat Brief presented as an interactive module with all personally identifiable information (PII) removed, allowing leadership to analyze the physical and emotional health of their organization while maintaining patient privacy and data integrity, providing strong data to assist in program budgeting and policy making. Front Line.



ESSENTIALS

All FOUNDATIONS Services Plus

- Cancer/Cardiovascular Labs*
 - Chest X-Ray*
 - Cancer Screening Ultrasound*
 - Cardiopulmonary Exercise Test*
 - Human Performance Assessment
 - Operational Threat Brief
 - Organizational Climate Assessment
- *Cancer and Cardiovascular screening alternate each year

SERVICE TIERS FOR ANNUAL EVALUATIONS

PARTNERSHIP

Whereas FOUNDATIONS and ESSENTIALS are primarily event-driven with an emphasis on Annual Physicals, PARTNERSHIP shifts the role that Front Line plays in your organization. Front Line takes a more active role in maintaining and improving the health and wellness of your team. We become your outsourced medical staff.

PARTNERSHIP is an investment made to actively improve the physical and mental health of their team paying dividends by reducing sick days, injuries, needless or lengthy workers' compensation claims, and reducing the incidence of catastrophic career or life-ending disease.

At the Operational Threat Brief, the data from the Organizational Climate Assessment is presented to department leadership to discuss and interpret the findings. This tool presents an aggregated report of the views anonymously expressed by the participants on trust in leadership, group cohesion, safety, discrimination/harassment and unwanted workplace experiences.



PARTNERSHIP

All ESSENTIALS Services Plus

- L Cancer/Cardiovascular Labs ANNUALLY
- L Chest X-Ray ANNUALLY
- L Cancer Screening Ultrasound ANNUALLY
- L Cardiopulmonary Exercise Test ANNUALLY
- L Hormonal Labs – Testosterone, Estradiol, Cortisol

PRICING FOR ANNUAL EVALUATION SERVICE TIERS

Our service tiers are designed with the needs of **most** departments in mind. At Front Line, we provide recommendations for screening that are backed by clinical practice guidelines, peer-reviewed literature and emerging research, an understanding of the unique threats to the Public Safety community, and pass the common-sense test. We take our responsibility of being good stewards of the budget seriously, and understand that unnecessary testing and spending can limit a department's ability to protect their team in **other** ways – like replacing aging equipment, uniforms, etc.

COMPONENT LIST FOR PRICING TIERS FOR ANNUAL PHYSICALS			
LAB TEST	PARTNERSHIP	ESSENTIALS	FOUNDATIONS
Comprehensive Metabolic Panel	Yes	Yes	Yes
Complete Blood Count	Yes	Yes	Yes
Lipid Panel	Yes	Yes	Yes
Urinalysis with Reflex Micro	Yes	Yes	Yes
Hemoglobin A1c	Yes	Yes	Yes
C-Reactive Protein	Yes	Cardiovascular Focus	No
Uric Acid	Yes	Cardiovascular Focus	No
Lipoprotein (a)	Yes	Cardiovascular Focus	No
Apolipoprotein B	Yes	Cardiovascular Focus	No
TSH Reflex to Free T4	Yes	Cancer Focus	No
PSA, Total (Males)	Yes	Cancer Focus	No
CA-125 (Females)	Yes	Cancer Focus	No
Fecal Occult Blood	Yes	Cancer Focus	No
Cortisol, AM	Yes	No	No
Testosterone Free/Total with SHBG (Males)	Yes	No	No
Estradiol (Females)	Yes	No	No
EXAMS	PARTNERSHIP	ESSENTIALS	FOUNDATIONS
Personalized Risk Assessment	Yes	Yes	Yes
Health Questionnaire and Screening	Yes	Yes	Yes
Body Composition Analysis	Yes	Yes	Yes
Vision Screening	Yes	Yes	Yes
Audiogram	Yes	Yes	Yes
Human Performance Assessment	Yes	Yes	Yes
Resting EKG	Yes	Cardiovascular Focus	Yes
Cardiopulmonary Exercise Test	Yes	Cardiovascular Focus	No
Chest X-Ray	Yes	Cancer Focus	No
Cancer Screening Ultrasound: thyroid, liver, gallbladder, spleen, pancreas, kidneys, proximal abdominal aorta, bladder, testicles (men only), ovaries (women only)	Yes	Cancer Focus	No
Physical Examination & Consultation w/ Medical Provider	Yes	Yes	Yes
Operational Threat Brief	Yes	Yes	No
Organizational Climate Assessment	Yes	Yes	No
PRICE PER EXAM	\$950	\$750	\$550



PROFESSIONAL SERVICES AGREEMENT

The following Terms of the Professional Service Agreement (“Agreement”) are entered into and made effective on the date of execution of this Agreement by both Parties.

BETWEEN:

FRONT LINE MOBILE HEALTH, PLLC, (“Service Provider”), a professional limited liability company organized and existing under the laws of Texas, with its principal office located at 4749 Williams Drive, Suite 304, Georgetown, TX 78633, info@frontlinemobilehealth.com;

AND:

York Fire Department, Nebraska (“Contracting Agency”), a governmental agency organized and existing under the laws of Nebraska, with its principal office located at 815 North Grant Avenue, York, Nebraska 68467, which may be contacted at:

Point of Contact: Tony Bestwick, Fire Chief

Phone Number: (402) 363-2610

E-Mail Address: tbestwick@cityofyork.ne.gov

Service Provider and Contracting Agency may be referred to herein individually as “Party,” or collectively as “Parties.”

WHEREAS Service Provider is in the business of providing professional medical services relating to Annual Medical Evaluations, Candidate Medical Evaluations, Fitness-for-Duty Medical Evaluations, Candidate Psychological Evaluations, Fitness for Duty Psychological Evaluations, Promotional Psychological Evaluations, Special Tactics Team Selection Psychological Evaluations, and Professional Consulting Services; and

WHEREAS, Contracting Agency will provide such services to Contracting Agency’s Incumbent Firefighter personnel, Candidate Firefighter personnel, Candidate Fire Academy personnel, Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Communications Personnel, Candidate Emergency Communications Personnel, Other Incumbent Personnel, or Other Candidate Personnel, identified by the Contracting Agency who volunteer to undergo these evaluations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. ENTIRE AGREEMENT

This Agreement, recitals, and attachments represent the entire understanding and agreement between Service Provider and Contracting Agency, and supersede all other negotiations, proposals, understandings, and representations (written or oral) made by and between Service Provider and Contracting Agency. This Agreement includes the following attachments which are incorporated herein:

- 1.1 Exhibit A, “Minimum Billing Amount”.
- 1.2 Exhibit B, “Scope of Services and Fee Schedule for Annual Medical Evaluations”.
- 1.3 Exhibit C, “Scope of Services and Fee Schedule for Candidate Medical Evaluations”.
- 1.4 Exhibit D, “Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations”.
- 1.5 Exhibit E, “Scope of Services and Fee Schedule for Candidate Psychological Evaluations”.
- 1.6 Exhibit F, “Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations”.
- 1.7 Exhibit G, “Scope of Services and Fee Schedule for Promotional Psychological Evaluations”.
- 1.8 Exhibit H, “Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations”.
- 1.9 Exhibit I, “Scope of Services and Fee Schedule for Professional Consulting Services”.
- 1.10 Exhibit J, “Examinee Waiver for Medical Evaluation”.
- 1.11 Exhibit K, “Examinee Waiver for Fitness-for-Duty Medical Evaluation”.
- 1.12 Exhibit L, “Post-Offer Psychological Evaluation: Disclosure and Informed Consent”.
- 1.13 Exhibit M, “Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent”.
- 1.14 Exhibit N, “Promotional Psychological Evaluation: Disclosure and Informed Consent”.
- 1.15 Exhibit O, “Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent”.
- 1.16 Exhibit P, “Requirements for Firefighters”.
- 1.17 Exhibit Q, “Medical Recommendation Form”.
- 1.18 Exhibit R, “Work Limitations Form”.

2. TERM

2.1 The initial term of this Agreement shall begin on October 1, 2025 (the “Effective Date”) and shall expire on September 30, 2026 (the “Expiration Date”), unless terminated earlier in accordance with this Agreement (“Initial Term”). After the Initial Term, the Contracting Agency may request to renew this Agreement under the same terms and conditions, subject to any price adjustments in accordance with Section 2.2, for up to four (4) additional one-year terms. Each renewal shall be subject to the Service Provider’s written agreement, which shall not be unreasonably withheld, and shall be confirmed by both Parties in writing no later than ninety (90) days prior to the expiration of the Initial Term, or no later than ninety (90) days prior to the expiration of each subsequent Renewal Term.

2.2 Service Provider may, at its discretion, increase the price for those services identified in Exhibit B through Exhibit I (Section 1.2 through Section 1.9) of this Agreement a maximum of five percent (5%) at the start of each Renewal Term the Agreement is in effect.

3. DEFINITIONS

The terms used in this Agreement shall have the following meaning:

“Authority Having Jurisdiction” (“AHJ”) shall mean and refer to Contracting Agency’s Authority Having Jurisdiction (as that term is defined in NFPA 1580 Section 3.2.2) as an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation or a procedure. The AHJ for Contracting Agency is the Fire Chief.

“Annual Medical Evaluation” shall mean and refer to the analysis of information for the purpose of making a determination of medical certification of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Telecommunications personnel, and Incumbent Other personnel (the “Participant”) identified by the Contracting Agency who volunteer to undergo these evaluations of each one’s ability to meet the appropriate standards regarding Firefighter, Peace Officer, Emergency Telecommunications, or Other applicable duty fitness, as well as to identify areas of the Participant’s medical status that may indicate the possibility of future health issues and/or impact that Participant’s ability to carry out the essential job tasks or duties associated with his or her position.

“Candidate Medical Evaluation” shall mean and refer to the analysis of baseline information for the purpose of making a determination of medical certification of Candidate Firefighter personnel, Candidate Fire Academy personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Telecommunications personnel or Candidate Other Personnel (the “Candidate”) identified by the Contracting Agency who volunteer to undergo these evaluations of each one’s ability to meet the appropriate standards regarding Firefighter, Peace Officer, Emergency Telecommunications, or Other applicable duty fitness, as well as to identify areas of the Candidate’s medical status that may indicate the possibility of future health issues and/or impact that Candidate’s ability to carry out the essential job tasks or duties associated with his or her position.

“Confidential Information” shall mean and refer to all information or material that has or could have commercial value or other utility in a disclosing party’s business, and that is disclosed by one Party to this Agreement to the other in connection with or incidental to a Party’s performance under this Agreement.

“Essential Job Task” shall mean and refer to a task or assigned duty that is critical to successful performance of the job (as that term is defined in NFPA 1580 Section 3.3.29) and described in Exhibit Q “Requirements for Firefighters”.

“Final Billing Amount” shall mean and refer to the total amount the Contracting Agency will be invoiced for, based on the final roster of Participants provided to the Service Provider, which is required no later than thirty (30) days before the Introductory E-Mail is sent to the Participants, and any Participants added to the roster by the Contracting Agency in coordination with Service Provider, and the amounts specified for services performed in Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement. If additional Participants are added by Contracting Agency after submission of the final roster to Service Provider, the Final Billing Amount will be greater than the Minimum Billing Amount (please see Definition of “Minimum Billing Amount”).

“Fitness for Duty” shall mean and refer to an assessment of the correlation between a Participant’s capabilities and their assigned duties, and the ability of a Participant to perform their assigned duties completely and effectively.

“Human Performance Assessment” shall mean and refer to a series of self-reported standardized behavioral health assessments that measure the Participant’s condition regarding behavioral health attributes that Service Provider has determined impact the Participant’s personal and work performance.

“Incumbent Firefighter, Incumbent Sworn Peace Officer, Incumbent Emergency Telecommunications, or Incumbent Other personnel” shall mean and refer to a Participant who has been hired and is no longer a Candidate Firefighter, Candidate Fire Academy personnel, Candidate Sworn Peace Officer, Candidate Peace Officer Academy personnel, Candidate Emergency Telecommunications, or Candidate Other personnel.

“**Medical Recommendation Form**” shall mean and refer to Exhibit R, “Medical Recommendation Form” which refers to the ability of Contracting Agency Incumbent Firefighter, Candidate Firefighter, or Candidate Fire Academy personnel to perform any and/or all of the 15 Essential Job Tasks from the National Fire Protection Association (NFPA) standard, titled “2025 NFPA 1580 Standard for Emergency Responder Occupational Health and Wellness”, Chapter 10 Occupational Medical: Essential Job Tasks (NFPA 1582), found in Exhibit Q, “Requirements for Firefighters”.

“**Minimum Billing Amount**” shall mean and refer to the minimum amount the Contracting Agency will be invoiced for, based on the final roster of Participants provided to the Service Provider, which is required no later than thirty (30) days before the Introductory E-Mail is sent to the Participants, and the amounts specified for services performed in Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement. Any additional Participants added to the roster by the Contracting Agency in coordination with Service Provider will be added to the Final Billing Amount (please see Definition of “Final Billing Amount”).

“**NFPA 1580**” shall mean and refer to the National Fire Protection Association standard titled “2025 NFPA 1580 Standard for Emergency Responder Occupational Health and Wellness”, as effective as of the Effective Date of this Agreement.

“**NFPA 1582**” shall mean and refer to the National Fire Protection Association standard titled “2022 NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments”, as effective as of the Effective Date of this Agreement.

“**NFPA 1583**” shall mean and refer to the National Fire Protection Association standard titled “2022 NFPA 1583 Standard on Health-Related Fitness Programs for Fire Department Members”, as effective as of the Effective Date of this Agreement.

4. COMPENSATION

4.1 During the Initial Term of this Agreement, Contracting Agency will compensate Service Provider for services performed in the amount specified in Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement. Subsequent Renewal Terms will be subject to the price escalation describe in Section 2.2 of this Agreement.

4.2 Contracting Agency will compensate Service Provider based on the information contained in Exhibit A, “Minimum Billing Amount”. To determine final resource and staffing levels for the physicals, Service Provider requires Contracting Agency to submit a final roster of Annual Medical Evaluation Participants no later than thirty (30) days before the Introductory E-Mail is sent to the Participants. The number of Participants listed on the roster will be the minimum number of physicals billed. Contracting Agency may continue to add Participants in coordination with Service Provider. The charges for these additional Participants will be added to the Final Billing Amount.

4.3 Contracting Agency will compensate Service Provider a **one-time** Implementation Fee, to be assessed and invoiced at the beginning of the Initial Term. Implementation Fee will **not** be reassessed during any subsequent Renewal Term. Implementation Fee is determined based on the total number of sworn personnel (uniform and non-uniform) in the department.

The Implementation Fee is an administrative cost related to the following:

- (a) A thorough assessment of the Contracting Agency’s health priorities and a tailored health profile aligned with the Contracting Agency’s mission.
- (b) An in-depth analysis of current/projected Contracting Agency health and wellness policies, as they relate to the execution of the scope of services provided by Service Provider and the data that is reported to the Contracting Agency.

(c) Miscellaneous administrative costs including, but not limited to, creation and maintenance of Contracting Agency's operations profile, billing account, information technology and network account (to include database and security measures), patient portal access, and data automations.

(d) Pre-Deployment Site Survey to review the location within the Contracting Agency's area of coverage where execution of the on-site services provided by the Service Provider is anticipated to occur.

4.3.1 The implementation fee for York Fire Department, with a total number of sworn personnel (uniform and non-uniform) in the department of less than fifty (50) personnel is one thousand five hundred dollars (\$1,500).

4.3.2 Service Provider will invoice Contracting Agency for Implementation Fee following the execution of this Agreement.

5. PAYMENT

5.1 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations" of this Agreement.

5.1.1 Service Provider will invoice Contracting Agency for fifty percent (50%) of the Minimum Billing Amount or fifty percent (50%) of the Final Billing Amount, whichever is greater, following the completion of Step 2 of Annual Medical Evaluations. The Service Provider will invoice the Contracting Agency for the remaining balance of the Minimum Billing Amount or Final Billing Amount, whichever is greater, following the completion of Step 4 of Annual Medical Evaluations, to include any Participants re-scheduled as make-up evaluations. The Annual Medical Evaluation operational steps are as follows:

(a) Step 1: Introductory E-Mails sent to Participants with information and instructions, Participant creation of their patient portal in the Front Line Mobile Health proprietary electronic health record (EHR), Sequoia, Participant completion of Pre-Arrival Questionnaire, Personal Risk Assessment, Human Performance Assessment, and any additional administrative tasks which may be required in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

(b) Step 2: Phlebotomy for blood specimen collection, urine specimen collection, and stool specimen collection, if applicable, is completed in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

(c) Step 3: Diagnostic testing is completed in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

(d) Step 4: Physical Examination and Provider Consultation is completed, and Medical Recommendation Forms are generated, if applicable, in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

5.1.2 If a Participant's Annual Medical Evaluation is re-scheduled as a make-up through a request initiated by Contracting Agency, invoicing will still take place for services rendered in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

5.1.3 If Service Provider initiates the re-scheduling of a Participant's Annual Medical Evaluation as a make-up, then Service Provider shall delay issuing an invoice for the re-scheduled evaluation until the evaluation is complete.

5.2 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations", of this Agreement.

5.2.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount, following completion of Step 4 of an individual Participant's Candidate Medical Evaluation.

5.2.2 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Minimum Billing Amount or one hundred percent (100%) of the Final Billing Amount, whichever is greater, following completion of Step 4 of a group of Participants' Candidate Medical Evaluations where completion of all Steps occurs within a period of fewer than thirty (30) days.

5.2.3 Service Provider will invoice Contracting Agency for fifty percent (50%) of the Minimum Billing Amount or fifty percent (50%) of the Final Billing Amount, whichever is greater, following the completion of Step 2 of a group of Participants' Candidate Medical Evaluations where completion of all Steps occurs in a period of thirty (30) days or greater. The Service Provider will invoice the Contracting Agency for the remaining balance of the Minimum Billing Amount or Final Billing Amount, whichever is greater, following the completion of Step 4 of a group of Participants' Candidate Medical Evaluations, to include any Participants re-scheduled as make-up evaluations. The Candidate Medical Evaluation Steps are the same as the Annual Medical Evaluation Steps.

5.3 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations", Exhibit F, and "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement.

5.3.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount, following completion of an individual Participant's Fitness-for-Duty Medical Evaluation or an individual Participant's Fitness-for-Duty Psychological Evaluation.

5.4 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", and Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations", of this Agreement.

5.4.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount, following completion of an individual Participant's Candidate Psychological Evaluation, an individual Participant's Promotional Psychological Evaluation, or an individual Participant's Special Tactics Team Selection Psychological Evaluations.

5.4.2 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Minimum Billing Amount or one hundred percent (100%) of the Final Billing Amount, whichever is greater, following completion of a group of Participants' Candidate Psychological Evaluations, a group of Participants' Promotional Psychological Evaluations, or a group of Participants' Special Tactics Team Selection Psychological Evaluations, where completion of all Steps occurs within a period of fewer than thirty (30) days.

5.4.3 Service Provider will invoice Contracting Agency for fifty percent (50%) of the Minimum Billing Amount or fifty percent (50%) of the Final Billing Amount, whichever is greater, following the completion of Step 2 of a group of Participants' Candidate Psychological Evaluations, a group of Participants' Promotional Psychological Evaluations, or a group of Participants' Special Tactics Team Selection Psychological Evaluations where completion of all Steps occurs in a period of thirty (30) days or greater. The Service Provider will invoice the Contracting Agency for the remaining balance of the Minimum Billing Amount or Final Billing Amount, whichever is greater, following the completion of Step 3 of a group of Participants' Candidate Psychological Evaluations, a group of Participants' Promotional Psychological Evaluations, or a group of Participants' Special Tactics Team Selection Psychological Evaluations, to include any Participants re-scheduled as make-up evaluations. The operational steps for Candidate Psychological Evaluations, Fitness-for-Duty Psychological Evaluations,

Promotional Psychological Evaluations, and Special Tactics Team Selection Psychological Evaluations are as follows:

(a) Step 1: Demographic information for Participants and supplementary information, as applicable (Personal History Statements, background investigation reports, polygraph reports, etc.), is provided to Service Provider by Contracting Agency. Introductory E-Mails sent to Participants with information and instructions concerning Step 2 and Step 3.

(b) Step 2: Psychological test battery (proctored or unproctored, as applicable) is completed in accordance with Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", and Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations", of this Agreement.

(c) Step 3: Psychological interview is conducted, and narrative report is completed with recommendation for suitability.

5.5 Where Contracting Agency has requested more than one service to occur concurrently, Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement, whichever are applicable. An example of a concurrent service request is performance of both a Candidate Medical Evaluation **and** a Candidate Psychological Evaluation, or performance of both a Fitness-for-Duty Medical Evaluation **and** a Fitness-for-Duty Psychological Evaluation.

5.5.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount, following completion of concurrent services for an individual.

5.5.2 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Minimum Billing Amount or one hundred percent (100%) of the Final Billing Amount, whichever is greater, following completion of concurrent services for a group of Participants where completion occurs within a period of fewer than thirty (30) days.

5.5.3 Service Provider will invoice Contracting Agency for fifty percent (50%) of the Minimum Billing Amount or fifty percent (50%) of the Final Billing Amount, whichever is greater, following the completion of Step 2 of concurrent services for a group of Participants where completion of all Steps occurs in a period of thirty (30) days or greater. The Service Provider will invoice the Contracting Agency for the remaining balance of the Minimum Billing Amount or Final Billing Amount, whichever is greater, following the completion of Step 3 (in the case of psychological evaluation) and/or Step 4 (in the case of medical evaluation) of a group of Participants, to include any Participants re-scheduled as make-up evaluations.

5.6 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit I, "Scope of Services and Fee Schedule for Professional Consulting Services".

5.6.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount following completion of the professional consulting service requested by the Contracting Agency.

6. NON-APPROPRIATION

6.1 The Parties acknowledge and agree that Exhibit B through Exhibit I (Section 1.2 through Section 1.9) set forth in this Agreement is based upon Contracting Agency's current appropriated revenues.

6.2 It is understood and agreed that Contracting Agency shall have the right to request amendment of this

Agreement at the end of any Contracting Agency fiscal year if the governing body of the Contracting Agency does not appropriate funds sufficient to compensate for the services, by providing immediate written notice to Service Provider of the non-appropriation. Amendments may include modification of Exhibit B through Exhibit I (Section 1.2 through Section 1.9) set forth in this Agreement to allow for continued performance of the Professional Services by Service Provider within the margins of the funds appropriated by the governing body of the Contracting Agency.

6.3 It is understood and agreed that Contracting Agency shall have the right to terminate this Agreement at the end of any Contracting Agency fiscal year if the governing body of the Contracting Agency does not appropriate funds sufficient to compensate for the services. When terminating this Agreement for non-appropriation of funds or non-appropriation of sufficient funds, the Contracting Agency should endeavor to provide notification of intent to terminate at least one hundred twenty (120) days prior to the initiation of Step 1 of their scheduled event. When notification of intent to terminate at least one hundred twenty (120) days prior to the initiation of Step 1 of their scheduled event is not possible, Contracting Agency shall provide immediate notification at the earliest date the Contracting Agency becomes aware of the non-appropriation of funds or non-appropriation of sufficient funds.

7. PROFESSIONAL SERVICES TO BE PROVIDED

7.1 Service Provider shall apply and use the standards found in the latest version of NFPA 1580 and any State statutes which regulate the standards for Firefighter personnel evaluations, medical and/or psychological. Service Provider shall apply and use the latest version of the standards dictated by the State Law Enforcement commission, applicable Technical Bulletins, and any State statutes which regulate the standards for Sworn Peace Officer personnel or Emergency Communications personnel evaluations, medical and/or psychological. Service Provider shall use the applicable standards of duty fitness, Contracting Agency duty description, or Contracting Agency required abilities for Other personnel evaluations, medical and/or psychological.

7.2 Contracting Agency acknowledges and agrees that Service Provider does not and shall not provide advice or recommendations regarding, or make, direct, encourage, or otherwise take responsibility for employment decisions, including but not limited to Contracting Agency's employment-related decisions regarding whether Contracting Agency hires, terminates, promotes, demotes, increases or decreases pay, adjusts or restricts personnel assignments or job duties, or takes any other potentially adverse employment action against Contracting Agency's personnel and employees. For the avoidance of doubt, Contracting Agency shall be solely liable for all employment decisions made in connection with any Participant.

8. LIMITED SCOPE OF EVALUATIONS

8.1 Service Provider standards for Medical Evaluation of Incumbent Firefighter personnel, Candidate Firefighter personnel, Candidate Fire Academy personnel, Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Communications personnel, Candidate Emergency Communications personnel, Incumbent Other personnel, or Candidate Other Personnel are found in Sections 8.1.1 through 8.1.6.

8.1.1 Service Provider's Medical Evaluation of Incumbent Firefighter personnel, Candidate Firefighter personnel, or Candidate Fire Academy personnel is limited to only those services specified in Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", and Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations", of this Agreement, in consultation with Exhibit P, "Requirements for Firefighters", and in compliance with the standards found in the latest version of NFPA 1580 for medical evaluations of Incumbent Firefighter personnel, Candidate Firefighter personnel, or Candidate Fire Academy personnel, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580, and Service Provider shall perform all evaluations in accordance with

applicable updated, adopted, and accepted medical industry standards.

8.1.2 Service Provider shall apply and use Exhibit Q, "Medical Recommendation Form", to declare any applicable medical clearance or limitations for the Incumbent Firefighter personnel, Candidate Firefighter personnel, or Candidate Fire Academy personnel, when appropriate, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580.

8.1.3 Service Provider's Medical Evaluation of Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Communications personnel, or Candidate Emergency Communications personnel is limited to only those services specified in Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", and Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations", of this Agreement, and in compliance with the latest version of the standards dictated by the State Law Enforcement commission for medical evaluations of Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer Personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Telecommunications personnel, or Candidate Emergency Telecommunications personnel, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to the minimum statutory standards found in the latest version of the State Law Enforcement commission standards.

8.1.4 Service Provider shall apply and use required documentation for licensee medical declaration in accordance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for medical evaluations for Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer Personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Telecommunications personnel, or Candidate Emergency Telecommunications personnel.

8.1.5 Service Provider's Medical Evaluation of Incumbent Other personnel or Candidate Other personnel is limited to only those services specified in Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", and Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations", of this Agreement, and in compliance with the applicable standards of duty fitness, Contracting Agency duty description, or Contracting Agency required abilities for medical evaluations of Incumbent Other personnel or Candidate Other personnel.

8.1.6 Service Provider shall apply and use a Memorandum of Record for medical declaration documentation of Incumbent Other personnel or Candidate Other personnel.

8.2 Service Provider standards for Fitness-for-Duty Medical Evaluations of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Communications personnel, or Incumbent Other personnel are found in Sections 8.2.1 through 8.2.6.

8.2.1 Service Provider's Fitness-for-Duty Medical Evaluation of Incumbent Firefighter personnel is limited to only those services specified in Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations", of this Agreement, in consultation with Exhibit P, "Requirements for Firefighters", and in compliance with the standards found in the latest version of NFPA 1580, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580, and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted medical industry standards.

8.2.2 Service Provider shall apply and use Exhibit Q, "Medical Recommendation Form", to declare any applicable medical clearance or limitations for the Incumbent Firefighter personnel, when appropriate, unless

otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580. When necessary, Service Provider shall apply and use a Memorandum of Record for fitness-for-duty medical declaration documentation of Incumbent Firefighter personnel. Additionally, Service Provider shall apply, and use required documentation for medical fitness-for-duty declaration in accordance with applicable Technical Bulletins, and any State statutes which regulate the standards for fitness-for-duty medical evaluations for Incumbent Firefighter personnel.

8.2.3 Service Provider's Fitness-for-Duty Medical Evaluation of Incumbent Sworn Peace Officer personnel or Incumbent Emergency Communications personnel is limited to only those services specified in Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations", of this Agreement, and in compliance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for fitness-for-duty medical evaluations for Incumbent Sworn Peace Officer personnel or Incumbent Emergency Communications personnel.

8.2.4 Service Provider shall apply, and use required documentation for licensee medical fitness-for-duty declaration in accordance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for fitness-for-duty medical evaluations for Incumbent Sworn Peace Officer personnel or Incumbent Emergency Communications personnel. When necessary, Service Provider shall apply and use a Memorandum of Record for fitness-for-duty medical declaration documentation of Incumbent Sworn Peace Officer personnel or Incumbent Emergency Communications personnel.

8.2.5 Service Provider's Fitness-for-Duty Medical Evaluation of Incumbent Other personnel is limited to only those services specified in Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations", of this Agreement, and in compliance with the applicable standards of duty fitness, Contracting Agency duty description, or Contracting Agency required abilities for medical evaluations of Incumbent Other personnel.

8.2.6 Service Provider shall apply and use a Memorandum of Record for fitness-for-duty medical declaration documentation of Incumbent Other personnel.

8.3 Service Provider standards for Candidate Psychological Evaluations of Candidate Firefighter personnel, Candidate Fire Academy personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Communications personnel, or Candidate Other personnel, are found in Sections 8.3.1 through 8.3.6 and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted psychological industry standards.

8.3.1 Service Provider's Candidate Psychological Evaluation of Candidate Firefighter personnel, Candidate Fire Academy personnel, is limited to only those services specified in Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement, in consultation with Exhibit P, "Requirements for Firefighters", and in compliance with the standards found in the latest version of NFPA 1580, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580.

8.3.2 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear hiring recommendation and/or suitability for the position sought. Candidate will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.3.3 Service Provider's Candidate Psychological Evaluation of Candidate Sworn Peace Officer personnel,

Candidate Peace Officer Academy personnel, Candidate Emergency Communications personnel, is limited to only those services specified in Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement, and in compliance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for candidate psychological evaluations of Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Communications personnel.

8.3.4 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear hiring recommendation and/or suitability for the position sought. Candidate will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview. Additionally, Service Provider shall apply, and use required documentation for licensee mental and emotional health declaration in accordance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for candidate psychological evaluations for Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Communications personnel.

8.3.5 Service Provider's Candidate Psychological Evaluation of Candidate Other personnel, is limited to only those services specified in Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement, and in compliance with the applicable standards of psychological fitness, Contracting Agency duty description, or Contracting Agency required abilities for psychological evaluations of Candidate Other personnel.

8.3.6 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear hiring recommendation and/or suitability for the position sought. Candidate will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.4 Service Provider standards for Fitness-for-Duty Psychological Evaluations of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Communications personnel, or Incumbent Other personnel, are found in Sections 8.4.1 through 8.4.6 and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted psychological industry standards.

8.4.1 Service Provider's Fitness-for-Duty Psychological Evaluation of Incumbent Firefighter personnel is limited to only those services specified in Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement, in consultation with Exhibit P, "Requirements for Firefighters", and in compliance with the standards found in the latest version of NFPA 1580, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580.

8.4.2 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear fitness-for-duty recommendation and/or psychological suitability for their position. Incumbent Firefighter personnel will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.4.3 Service Provider's Fitness-for-Duty Psychological Evaluation of Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel is limited to only those services specified in Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement, and in compliance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any

State statutes which regulate the standards for fitness-for-duty psychological evaluations of Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel.

8.4.4 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear fitness-for-duty recommendation and/or psychological suitability for their position. Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview. Additionally, Service Provider shall apply, and use required documentation for licensee mental and emotional health declaration in accordance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for fitness-for-duty psychological evaluations for Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel.

8.4.5 Service Provider's Fitness-for-Duty Psychological Evaluation of Incumbent Other personnel is limited to only those services specified in Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement, and in compliance with the applicable standards of psychological fitness, Contracting Agency duty description, or Contracting Agency required abilities for fitness-for-duty psychological evaluations of Incumbent Other personnel.

8.4.6 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear fitness-for-duty recommendation and/or psychological suitability for their position. Incumbent Other personnel will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.5 Service Provider standards for Promotional Psychological Evaluations of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Communications personnel, or Incumbent Other personnel are found in Sections 8.5.1 through 8.5.6 and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted psychological industry standards.

8.5.1 Service Provider's Promotional Psychological Evaluation of Incumbent Firefighter personnel is limited to only those services specified in Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", of this Agreement.

8.5.2 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for promotion to a position of higher responsibility. Incumbent Firefighter personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.5.3 Service Provider's Promotional Psychological Evaluation of Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel is limited to only those services specified in Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", of this Agreement.

8.5.4 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for promotion to a position of higher responsibility. Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.5.5 Service Provider's Promotional Psychological Evaluation of Incumbent Other personnel is limited to only those

services specified in Exhibit G, “Scope of Services and Fee Schedule for Promotional Psychological Evaluations”, of this Agreement.

8.5.6 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for promotion to a position of higher responsibility. Incumbent Other personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.6 Service Provider standards for Special Tactics Team Selection Psychological Evaluations of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Communications personnel, or Incumbent Other personnel are found in Sections 8.6.1 through 8.6.6, and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted psychological industry standards.

8.6.1 Service Provider’s Special Tactics Team Selection Psychological Evaluation of Incumbent Firefighter personnel is limited to only those services specified in Exhibit H, “Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations”, of this Agreement.

8.6.2 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for selection to a position as a member of a special tactics team. Incumbent Firefighter personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.6.3 Service Provider’s Special Tactics Team Selection Psychological Evaluation of Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel is limited to only those services specified in Exhibit H, “Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations”, of this Agreement.

8.6.4 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for selection to a position as a member of a special tactics team. Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.6.5 Service Provider’s Special Tactics Team Selection Psychological Evaluation of Incumbent Other personnel is limited to only those services specified in Exhibit H, “Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations”, of this Agreement.

8.6.6 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for selection to a position as a member of a special tactics team. Incumbent Other personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

9. DISPUTED RESULTS

9.1 This Agreement is between Contracting Agency and Service Provider only. SERVICE PROVIDER SHALL NOT HAVE AN AGREEMENT WITH THE PARTICIPANT(S) TESTED. Exhibit J, “Examinee Waiver for Medical Evaluation”, Exhibit K, “Examinee Waiver for Fitness-for-Duty Medical Evaluation”, Exhibit L, “Post-Offer Psychological Evaluation: Disclosure and Informed Consent”, Exhibit M, “Fitness-for-Duty Psychological

Evaluation: Disclosure and Informed Consent”, Exhibit N, “Promotional Psychological Evaluation: Disclosure and Informed Consent”, and Exhibit O, “Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent”, further define the limited relationship between Participant and Front Line Mobile Health in the context of the evaluations Front Line Mobile Health performs at the request of the Contracting Agency, and within the scope of the specified evaluation, defined in Section 8 of this Agreement.

9.2 In the event a Participant disputes the recommendation submitted by Service Provider to Contracting Agency, the resolution of such dispute will be accomplished through the process established by Service Provider and Contracting Agency.

9.3 Contracting Agency shall be responsible for all expenses incurred for Service Providers re-testing or re-evaluation of a Participant.

10. EVALUATIONS PROVIDED

10.1 Service Provider will provide Annual Medical Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit B, “Scope of Services and Fee Schedule for Annual Medical Evaluations”, of this Agreement.

10.2 Service Provider will provide Candidate Medical Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit C, “Scope of Services and Fee Schedule for Candidate Medical Evaluations”, of this Agreement.

10.3 Service Provider will provide Fitness-for-Duty Medical Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit D, “Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations”, of this Agreement.

10.4 Service Provider will provide Candidate Psychological Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit E, “Scope of Services and Fee Schedule for Candidate Psychological Evaluations”, of this Agreement.

10.5 Service Provider will provide Fitness-for-Duty Psychological Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit F, “Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations”, of this Agreement.

10.6 Service Provider will provide Promotional Psychological Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit G, “Scope of Services and Fee Schedule for Promotional Psychological Evaluations”, of this Agreement.

10.7 Service Provider will provide Special Tactics Team Selection Psychological Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit H, “Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations”, of this Agreement.

10.8 Service Provider will provide Professional Consulting Services for Contracting Agency, as set forth in the attached Exhibit I, “Scope of Services and Fee Schedule for Professional Consulting Services”, of this Agreement.

10.9 Contracting Agency may initiate a change order to add additional lab tests and other offerings provided by Service Provider at Service Provider’s then-current pricing.

11. LOCATION AND SCHEDULE OF SERVICES TO BE PROVIDED

11.1 Annual Medical Evaluations. Annual Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to the Parties. These evaluations will be provided on a schedule that is mutually agreeable to the Parties, with the understanding that all Annual Medical Evaluations must be completed by the end of the Agreement Term.

11.2 Candidate Medical Evaluations. Candidate Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to Service Provider and Participant. These evaluations will be provided on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Candidate Medical Evaluations must be completed by the end of the Agreement Term.

11.3 Fitness-for-Duty Medical Evaluations. Fitness-for-Duty Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to Service Provider and Participant. These evaluations will be provided on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Fitness-for-Duty Medical Evaluations must be completed by the end of the Agreement Term.

11.4 Candidate Psychological Evaluations. Candidate Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Candidate Psychological Evaluations must be completed by the end of the Agreement Term.

11.5 Fitness-for-Duty Psychological Evaluations. Fitness-for-Duty Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Fitness-for-Duty Psychological Evaluations must be completed by the end of the Agreement Term.

11.6 Promotional Psychological Evaluations. Promotional Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Promotional Psychological Evaluations must be completed by the end of the Agreement Term.

11.7 Special Tactics Team Selection Psychological Evaluations. Special Tactics Team Selection Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Special Tactics Team Selection Psychological Evaluations must be completed by the end of the Agreement Term.

11.8 Professional Consulting Services. Professional Consulting Services will be conducted by the Service Provider virtually using a mutually agreeable video conferencing service or at a location mutually agreeable to the Parties, as appropriate, based on the consulting service being provided.

12. ADDITIONAL SERVICES

12.1 To receive any additional professional services not provided for under this Agreement, Contracting Agency must separately contract with Service Provider under a change order. No services other than those specifically identified under this Agreement will be provided without a change order.

12.2 Additional services may be requested by Contracting Agency at any time and will be consistent with the

services and fees set forth in Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

13. TERMINATION

13.1 Contracting Agency may terminate this Agreement for non-appropriation of funds or non-appropriation of sufficient funds as set forth in Section 6.2 and 6.3 of this Agreement. When terminating this Agreement for non-appropriation of funds or non-appropriation of sufficient funds, the Contracting Agency should endeavor to provide notification of intent to terminate at least one hundred twenty (120) days prior to the initiation of Step 1 of their scheduled event. When notification of intent to terminate at least one hundred twenty (120) days prior to the initiation of Step 1 of their scheduled event is not possible, Contracting Agency shall provide immediate notification at the earliest date the Contracting Agency becomes aware of the non-appropriation of funds or non-appropriation of sufficient funds.

13.2 If either Party materially breaches any covenant under this Agreement, the other Party may notify the breaching Party in writing and, if the breach is not cured within thirty (30) days, the non-breaching Party may terminate this Agreement.

13.3 Service Provider may immediately suspend services if it reasonably believes continued service would violate State or Federal law or violate applicable rules of professional conduct. Service Provider shall provide prior notice to Contracting Agency of suspension of services.

13.4 Either Party may terminate this agreement for any reason upon one hundred and twenty (120) days' written notice to the other Party.

13.5 In the event that this Agreement is terminated prior to the Expiration Date, Contracting Agency shall pay Service Provider for all services actually rendered up to the effective date of termination and Service Provider shall continue to provide Contracting Agency with services requested by Contracting Agency and in accordance with this Agreement up to the date of termination. Upon termination of this Agreement for any reason, Service Provider shall provide Contracting Agency with copies of all completed or partially completed documents prepared under this Agreement. In the event Service Provider has received access to Contracting Agency's information or data as a requirement to perform services hereunder, Service Provider shall return all Contracting Agency provided data to Contracting Agency in a machine-readable format or other format deemed acceptable by Contracting Agency.

13.6 Written notice of termination by either the Contracting Agency or the Service Provider will be communicated in accordance with Section 25.1. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

14. INDEPENDENT CONTRACTING AGENCY

14.1 The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. Service Provider's services shall be those of an independent contracting agency.

14.2 Service Provider agrees and understands that the Agreement does not grant any rights or privileges established for employees of Contracting Agency.

14.3 Service Provider shall not be within protection or coverage of Contracting Agency's Worker Compensation

Insurance, Health Insurance, Liability Insurance, or any other insurance that Contracting Agency, from time to time, may have in force for its existing employees.

15. NON-DISCLOSURE AND CONFIDENTIALITY

15.1 Subject to the provisions of applicable laws, Contracting Agency acknowledges and agrees that, in the course of the Parties' performance under this Agreement, Contracting Agency may receive or have access to Confidential Information, proprietary information, and/or trade secrets belonging to Service Provider in the course of the Parties' respective performance under this Agreement. Contracting Agency understands that: (i) Confidential Information is commercially and competitively valuable to Service Provider and that it and its protection is vital to the success of Service Provider's business; (ii) the use or disclosure of Confidential Information by Contracting Agency, except in accordance with this Agreement, would cause irreparable harm to Service Provider; and (iii) nothing contained in this Agreement shall prohibit Service Provider from pursuing any remedies, whether at law or in equity, available to Service Provider for a breach or threatened breach of this Agreement, including the recovery of damages from, and injunctive relief against Contracting Agency and its members, both appointed or elected.

15.2 During the term of this Agreement and following the termination thereof, Contracting Agency, to the extent permitted by law, will not use or disclose, directly or indirectly, any Confidential Information in any manner or for any purpose not in accordance with this Agreement or applicable law. Subject to the provisions of the local statutes and regulations governing the retention of records by Contracting Agency, upon termination of this Agreement, or at any time upon Service Provider's request, Contracting Agency agrees to surrender to Service Provider, or destroy at Service Provider's request, some or all records, notes, notebooks, or the like, relating to Service Provider's operations, products, or business made or received by it during the term of this Agreement. Upon termination of this Agreement, Contracting Agency will return all other Service Provider's property in its custody, and shall be bound by this Non-Disclosure and Confidentiality Agreement.

15.3 Notwithstanding the foregoing, Contracting Agency may disclose Confidential Information to the extent required by law. As required by applicable laws, Contracting Agency will notify Service Provider in the event a public information request made to Contracting Agency encompasses any information protected by this Agreement. As authorized by applicable laws, Service Provider may submit arguments against disclosure of the requested information directly to the Office of the Attorney General. Contracting Agency will only release the requested information if required to do so by the Office of the Attorney General.

16. HIPAA COMPLIANCE

16.1 Service Provider is currently compliant and will remain compliant with all security measures required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH").

16.2 Contracting Agency acknowledges that once Service Provider has delivered a medical or psychological evaluation recommendation, as outlined in this Agreement, it is Contracting Agency's responsibility to maintain these reports and protect this information as outlined by HIPAA and HITECH.

17. INSURANCE

17.1 Service Provider shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance if Service Provider has its own vehicles; and professional liability insurance.

17.2 The insurance certificate shall name Contracting Agency, its agents, officers, servants, and employees

as additional insureds under the commercial general liability and automobile policies with respect to the operations and work performed by the named insured as required by written contract.

17.3 The General Liability policy is Primary & Non-Contributory.

17.4 Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The commercial general liability insurance minimum coverage shall be at least one million dollars (\$1,000,000) per incident, claim or occurrence, and one million dollars (\$1,000,000) aggregate. The Automobile Liability insurance minimum coverage shall be at least three hundred and fifty thousand dollars (\$350,000) covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum thirty (30) days written notice to Contracting Agency, except in the case of cancellation for non-payment of premium, which shall be at least ten (10) days' written notice.

18. LIABILITY AND INDEMNIFICATION

18.1 SERVICE PROVIDER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE, AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

18.2 FURTHERMORE, SERVICE PROVIDER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CONTRACTING AGENCY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, IN CONTRACT OR TORT, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SERVICE PROVIDER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

18.3 FURTHERMORE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND WITHOUT WAIVING ANY IMMUNITY OR ANY LIMITATION OF LIABILITY PROVIDED BY THE CONSTITUTION OR LAWS OF THE STATE OF Nebraska OR BY THE CHARTER OF THE {{NAME OF CONTRACTING AGENCY MUNICIPALITY}}, CONTRACTING AGENCY HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, IN CONTRACT OR TORT, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTING AGENCY'S BUSINESS AND ANY RESULTING COSTS), PERSONAL INJURY TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE SOLE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONTRACTING AGENCY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND/OR EMPLOYMENT-RELATED CLAIMS ARISING OUT OF ALLEGED ADVERSE EMPLOYMENT ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, THE AMERICANS WITH DISABILITIES ACT, THE OLDER WORKER BENEFIT PROTECTION ACT, AND THE Nebraska LABOR CODE WHEN SUCH FAULT IS UNMIXED WITH THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF ANY ENTITY, PERSON, OR INDIVIDUAL.

19. FORCE MAJEURE

19.1 Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

20. CONFLICTS OF INTEREST

20.1 Where local statute or regulation requires the disclosure of certain matters by contracting agencies doing business with or proposing to do business with local governmental agencies such as Contracting Agency. Service Provider, if it is required to do so, will disclose such matters within seven (7) days of the date of submitting this Agreement to Contracting Agency, or within seven (7) days of becoming aware of a matter that requires disclosure, whichever is applicable.

21. NON-BOYCOTT VERIFICATION

21.1 Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, boycotts Israel. Service Provider agrees that, except to the extent otherwise required by applicable federal law, neither Service Provider nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, will boycott Israel during the term of this Agreement.

22. NO BUSINESS WITH FOREIGN TERRORIST VERIFICATION

22.1 Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider engages in business with Iran, Sudan, or any foreign terrorist organization.

23. NO WAIVER

23.1 The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

24. NON-DISCRIMINATION

24.1 Service Provider, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin, including procurements of materials and leases of equipment. Service Provider shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State, or local law.

24.2 IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY SERVICE PROVIDER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, OR SUCCESSORS IN INTEREST, SERVICE PROVIDER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CONTRACTING AGENCY AND HOLD CONTRACTING AGENCY HARMLESS FROM SUCH CLAIM.

25. NOTICES

25.1 Any notice or communication permitted or required by this Agreement shall be deemed effective when

personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

26. CONSTRUCTION

26.1 The captions or headings in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement. References to the singular include the plural and vice versa.

27. SEVERABILITY

27.1 If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

28. COMPLETE AGREEMENT

28.1 This Agreement supersedes all prior oral or written agreements and understandings between the Parties respecting the subject matter thereof, and constitutes the entire agreement between the Parties, and cannot be changed unless mutually agreed upon in writing by both Parties.

29. GOVERNING LAW: SUCCESSORS AND ASSIGNS

29.1 This Agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with, and construed pursuant to the laws of the State of Nebraska without regard to its conflict of laws and rules, and both Parties agree to submit to jurisdiction in Nebraska.

29.2 Further, any action arising out of or relating to the performance of the parties hereunder, or the interpretation of this Agreement shall be brought exclusively in a court of competent jurisdiction located in York County, Nebraska.

29.3 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

30. COUNTERPARTS

30.1 This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

SIGNATURES

“Contracting Agency”

York Fire Department, City of York

815 North Grant Avenue

York, Nebraska 68467

(402) 363-2610

By: *Name and Title*

Tony Bestwick

Fire Chief

Date Signed

Approved as to Form

By: *Name and Title*

Tony Bestwick

Fire Chief

Date Signed

“Service Provider”

Front Line Mobile Health, PLLC

4749 Williams Drive, Suite 304

Georgetown, Texas 78633

(512) 688-6112

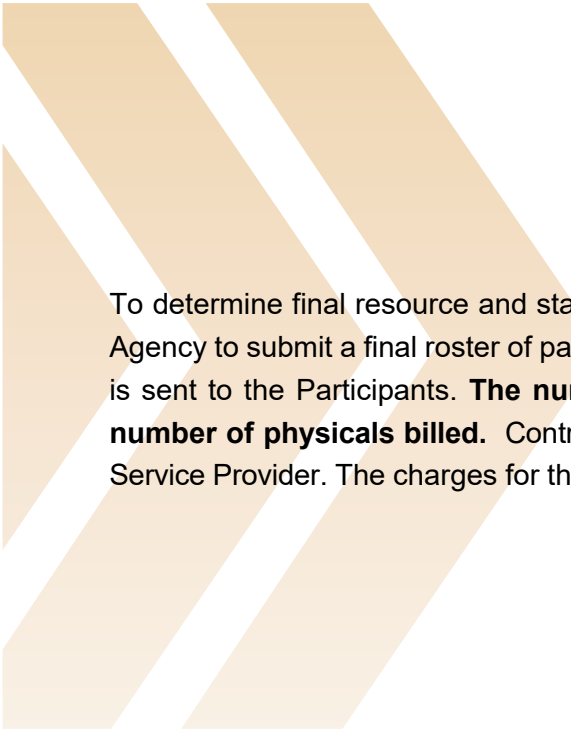
By: *Name and Title*

Chelsea K. Conner, MPAS, APA-C

Director of Sales

Date Signed

EXHIBIT A: Minimum Billing Amount



To determine final resource and staffing levels for the physicals, Service Provider requires Contracting Agency to submit a final roster of participants no later than thirty (30) days before the Introductory E-mail is sent to the Participants. **The number of Participants listed on the roster will be the minimum number of physicals billed.** Contracting Agency may continue to add Participants in coordination with Service Provider. The charges for these additional Participants will be added to the Final Billing Amount.

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the “Partnership” level of services for its Annual Medical Evaluations from Service Provider for a price of nine hundred fifty dollars (\$950) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for York Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR PARTNERSHIP TIER FOR ANNUAL PHYSICALS
LAB TESTS
Comprehensive Metabolic Panel
Complete Blood Count
Lipid Panel
Urinalysis with Reflex Microscopic Evaluation
Hemoglobin A1c
C-Reactive Protein
Uric Acid
Lipoprotein (a)
Apolipoprotein B
TSH Reflex to Free T4
PSA, Total (Men Only)
CA-125 (Women Only)
Fecal Occult Blood
Cortisol, AM
Testosterone Free/ Total with SHBG (Men Only)
Estradiol (Women Only)
EXAMS
Personalized Risk Assessment
Health Questionnaire and Screening
Body Composition Analysis
Vision Screening
Audiogram
Human Performance Assessment
Resting EKG
Cardiopulmonary Exercise Test
Chest X-Ray
Cancer Screening Ultrasound: Thyroid, Liver, Gallbladder, Spleen, Pancreas, Kidneys, Proximal Abdominal Aorta, Bladder, Testes (Men Only), Ovaries (Women Only)
Physical Examination and Consultation with Medical Provider
Operational Threat Brief
Organizational Climate Assessment

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the “Essentials Cancer” level of services for its Annual Medical Evaluations from Service Provider for a price of seven hundred fifty dollars (\$750) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for York Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR ESSENTIALS CANCER TIER FOR ANNUAL PHYSICALS
LAB TESTS
Comprehensive Metabolic Panel
Complete Blood Count
Lipid Panel
Urinalysis with Reflex Microscopic Evaluation
Hemoglobin A1c
TSH Reflex to Free T4
PSA, Total (Men Only)
CA-125 (Women Only)
Fecal Occult Blood
EXAMS
Personalized Risk Assessment
Health Questionnaire and Screening
Body Composition Analysis
Vision Screening
Audiogram
Human Performance Assessment
Chest X-Ray
Cancer Screening Ultrasound: Thyroid, Liver, Gallbladder, Spleen, Pancreas, Kidneys, Proximal Abdominal Aorta, Bladder, Testes (Men Only), Ovaries (Women Only)
Physical Examination and Consultation with Medical Provider
Operational Threat Brief
Organizational Climate Assessment

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the “Essentials Cardiovascular” level of services for its Annual Medical Evaluations from Service Provider for a price of seven hundred fifty dollars (\$750) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for York Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR ESSENTIALS CARDIOVASCULAR TIER FOR ANNUAL PHYSICALS
LAB TESTS
Comprehensive Metabolic Panel
Complete Blood Count
Lipid Panel
Urinalysis with Reflex Microscopic Evaluation
Hemoglobin A1c
C-Reactive Protein
Uric Acid
Lipoprotein (a)
Apolipoprotein B
EXAMS
Personalized Risk Assessment
Health Questionnaire and Screening
Body Composition Analysis
Vision Screening
Audiogram
Human Performance Assessment
Resting EKG
Cardiopulmonary Exercise Test
Physical Examination and Consultation with Medical Provider
Operational Threat Brief
Organizational Climate Assessment

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the alternating “Essentials Cancer” and “Essentials Cardiovascular” level of services for its Annual Medical Evaluations from Service Provider for a price of seven hundred fifty dollars (\$750) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for York Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR ESSENTIALS CANCER TIER FOR ANNUAL PHYSICALS
LAB TESTS
Comprehensive Metabolic Panel
Complete Blood Count
Lipid Panel
Urinalysis with Reflex Microscopic Evaluation
Hemoglobin A1c
TSH Reflex to Free T4
PSA, Total (Men Only)
CA-125 (Women Only)
Fecal Occult Blood
EXAMS
Personalized Risk Assessment
Health Questionnaire and Screening
Body Composition Analysis
Vision Screening
Audiogram
Human Performance Assessment
Chest X-Ray
Cancer Screening Ultrasound: Thyroid, Liver, Gallbladder, Spleen, Pancreas, Kidneys, Proximal Abdominal Aorta, Bladder, Testes (Men Only), Ovaries (Women Only)
Physical Examination and Consultation with Medical
Operational Threat Brief
Organizational Climate Assessment

COMPONENT LIST FOR ESSENTIALS CARDIOVASCULAR TIER FOR ANNUAL PHYSICALS
LAB TESTS
Comprehensive Metabolic Panel
Complete Blood Count
Lipid Panel
Urinalysis with Reflex Microscopic Evaluation
Hemoglobin A1c
C-Reactive Protein
Uric Acid
Lipoprotein (a)
Apolipoprotein B
EXAMS
Personalized Risk Assessment
Health Questionnaire and Screening
Body Composition Analysis
Vision Screening
Audiogram
Human Performance Assessment
Resting EKG
Cardiopulmonary Exercise Test
Physical Examination and Consultation with Medical
Operational Threat Brief
Organizational Climate Assessment

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the “Foundations” level of services for its Annual Medical Evaluations from Service Provider for a price of five hundred fifty dollars (\$550) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for York Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR FOUNDATIONS TIER FOR ANNUAL PHYSICALS
LAB TESTS
Comprehensive Metabolic Panel
Complete Blood Count
Lipid Panel
Urinalysis with Reflex Microscopic Evaluation
Hemoglobin A1c
EXAMS
Personalized Risk Assessment
Health Questionnaire and Screening
Body Composition Analysis
Vision Screening
Audiogram
Human Performance Assessment
Resting EKG
Physical Examination and Consultation with Medical Provider

EXHIBIT C: Scope of Services and Fee Schedule for Candidate Medical Evaluations

Contracting Agency has the option to choose the “Partnership” level of services for its Candidate Medical Evaluations from Service Provider for a price of one thousand six hundred dollars (\$1,600) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Medical Evaluation for York Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR PARTNERSHIP TIER FOR CANDIDATE PHYSICALS

LAB TESTS

Comprehensive Metabolic Panel	CA-125 (Women Only)
Complete Blood Count	Fecal Occult Blood
Lipid Panel	QuantiFERON Gold (Tuberculosis)
Urinalysis with Reflex Microscopic Evaluation	Hepatitis A and B Immunization Titer
Hemoglobin A1c	MMR and Varicella Immunization Titer
Drug Screening	Tetanus Immunization Titer
C-Reactive Protein	Blood Type (ABO and Rh Type)
Uric Acid	Hepatitis C Infection Screening
Lipoprotein (a)	Coagulation Studies
Apolipoprotein B	Heavy Metal Screening (Lead, Arsenic, Mercury)
TSH Reflex to Free T4	Cholinesterase
PSA, Total (Men Only)	

EXAMS

Personalized Risk Assessment	Human Performance Assessment
Health Questionnaire and Screening	Cardiopulmonary Exercise Test
Body Composition Analysis	Chest X-Ray
Vision Screening	Spinal X-Rays (Cervical, Thoracic, Lumbar)
Audiogram	Physical Examination and Consultation with Medical

EXHIBIT C: Scope of Services and Fee Schedule for Candidate Medical Evaluations

Contracting Agency has the option to choose the “Essentials” level of services for its Candidate Medical Evaluations from Service Provider for a price of one thousand two hundred dollars (\$1,200) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Medical Evaluation for York Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR ESSENTIALS TIER FOR CANDIDATE PHYSICALS	
LAB TESTS	
Comprehensive Metabolic Panel	
Complete Blood Count	
Lipid Panel	
Urinalysis with Reflex Microscopic Evaluation	
Hemoglobin A1c	
Drug Screening	
C-Reactive Protein	
Uric Acid	
Lipoprotein (a)	
Apolipoprotein B	
TSH Reflex to Free T4	
PSA, Total (Men Only)	
CA-125 (Women Only)	
Fecal Occult Blood	
QuantiFERON Gold (Tuberculosis)	
Hepatitis A and B Immunization Titer	
MMR and Varicella Immunization Titer	
Tetanus Immunization Titer	
Blood Type (ABO and Rh Type)	
Hepatitis C Infection Screening	
EXAMS	
Personalized Risk Assessment	
Health Questionnaire and Screening	
Body Composition Analysis	
Vision Screening	
Audiogram	
Human Performance Assessment	
Cardiopulmonary Exercise Test	
Chest X-Ray	
Physical Examination and Consultation with Medical Provider	

EXHIBIT C: Scope of Services and Fee Schedule for Candidate Medical Evaluations

Contracting Agency has the option to choose the “Foundations” level of services for its Candidate Medical Evaluations from Service Provider for a price of eight hundred dollars (\$800) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Medical Evaluation for York Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR FOUNDATIONS TIER FOR CANDIDATE PHYSICALS
LAB TESTS
Comprehensive Metabolic Panel
Complete Blood Count
Lipid Panel
Urinalysis with Reflex Microscopic Evaluation
Hemoglobin A1c
Drug Screening
EXAMS
Personalized Risk Assessment
Health Questionnaire and Screening
Body Composition Analysis
Vision Screening
Audiogram
Human Performance Assessment
Cardiopulmonary Exercise Test
Physical Examination and Consultation with Medical Provider

EXHIBIT D: Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations

Contracting Agency has the option to choose Fitness-for-Duty Medical Evaluation services for its Incumbent Members on an as-needed basis from Service Provider for a base price* of two thousand dollars (\$2,000) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Fitness-for-Duty Medical Evaluations for York Fire Department includes, but is not limited to, the following**:

MINIMUM COMPONENT LIST FOR FITNESS-FOR-DUTY MEDICAL EVALUATIONS
LAB TESTS
As Indicated, Based on Condition, Disease, or Potentially Disqualifying Defect
EXAMS
Health Questionnaire and Screening
Review of Relevant Medical Records
Review of Relevant Personnel Records
Diagnostic Tests, As Indicated, Based on Condition, Disease, or Potentially Disqualifying Defect
Physical Examination and Consultation with Medical Provider

*Because all situations and individuals are unique, every Fitness-for-Duty Medical Evaluation is performed based on the needs and nature of the condition, disease or potentially disqualifying defect, taking into consideration the job duties and description provided by the Contracting Agency. Because these exams are conducted in a manner which is meant to be legally defensible, the level of detail and time required to complete the narrative evaluation is extensive. In situations where the diagnostics required to adequately assess an individual is expected to exceed the base cost, Service Provider will consult with the Contracting Agency prior to performance of the evaluation.

**Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

EXHIBIT E: Scope of Services and Fee Schedule for Candidate Psychological Evaluations

Contracting Agency has the option to choose Candidate Psychological Evaluation services for its Candidates on an as-needed basis from Service Provider for the price listed below, based on the type of evaluation requested (Fire, Peace Officer, and/or Emergency Communications) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Psychological Evaluations for York Fire Department includes, but is not limited to, the following:

COMPONENT LIST FOR FIRE FIGHTER CANDIDATE PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Position	
Per Person Cost	\$ 475

COMPONENT LIST FOR PEACE OFFICER CANDIDATE PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
California Personality Inventory (CPI)	
Psychological History Questionnaire (PsyQ)	
State-Trait Anger Expression Inventory-II (STAXI-II)	
Raven's 2 Progressive Matrices	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Position	
Per Person Cost	\$ 800

EXHIBIT E: Scope of Services and Fee Schedule for Candidate Psychological Evaluations

COMPONENT LIST FOR EMERGENCY COMMUNICATIONS CANDIDATE PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
California Personality Inventory (CPI)	
Psychological History Questionnaire (PsyQ)	
State-Trait Anger Expression Inventory-II (STAXI-II)	
Raven's 2 Progressive Matrices	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Position	
Per Person Cost	\$ 800

EXHIBIT F: Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations

Contracting Agency has the option to choose Fitness-for-Duty Psychological Evaluation services for its Incumbent Members on an as-needed basis from Service Provider for the price of one thousand six hundred dollars (\$1,600) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Fitness-for-Duty Psychological Evaluations for York Fire Department includes, but is not limited to, the following:

COMPONENT LIST FOR FITNESS-FOR-DUTY PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
Minnesota Multiphasic Personality Inventory-2-Restructured Form (MMPI-2-RF)	
Other Tests, As Appropriate	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Psychological Fitness for Duty	
Per Person Cost	\$ 1,600

EXHIBIT G: Scope of Services and Fee Schedule for Promotional Psychological Evaluations

Contracting Agency has the option to choose Promotional Psychological Evaluation services for its Incumbent Members on an as-needed basis from Service Provider for the price of eight hundred dollars (\$800) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Promotional Psychological Evaluations for York Fire Department includes, but is not limited to, the following:

COMPONENT LIST FOR PROMOTIONAL PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Jackson Personality Inventory (JPI)	
NEO Personality Inventory	
Raven's 2 Progressive Matrices	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Promotion	
Per Person Cost	\$ 800

EXHIBIT H: Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations

Contracting Agency has the option to choose Special Tactics Team Selection Psychological Evaluation services for its Incumbent Members on an as-needed basis from Service Provider for the price of eight hundred dollars (\$800) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Special Tactics Team Selection Psychological Evaluations for York Fire Department includes, but is not limited to, the following:

COMPONENT LIST FOR SPECIAL TACTICS TEAM SELECTION PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
Raven's 2 Progressive Matrices	
Hogan Personality Inventory	
Situational Judgment Test	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Special Tactics Team Selection	
Per Person Cost	\$ 800

EXHIBIT I: Scope of Services and Fee Schedule for Professional Consulting Services

Contracting Agency has the option to choose Professional Consulting Services for its Administrative Staff on an as-needed basis from Service Provider for the base price of two thousand five hundred dollars (\$2,500), and a price of five hundred dollars (\$500) per additional hour of work required or requested beyond the initial consultation for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Professional Consulting Services for York Fire Department includes, but is not limited to, the following:

DEPARTMENT POLICY REVIEW AND CONSULTATION SERVICES	
SERVICES INCLUDED	
Stakeholders Meeting to Discuss Policy, Intent, and Desired Scope	
Up to Five (5) Hours of Policy Review, Development, and Revision	
Legal Review of Proposed Policy	
Base Cost	\$ 2,500

DEPARTMENT POLICY REVIEW AND CONSULTATION SERVICES	
SERVICES INCLUDED	
Hourly Rate for Additional Policy Review and Consultation Services	
Additional Hourly Cost	\$ 500

EXHIBIT J: Examinee Waiver for Medical Evaluation

Annual Occupational Medical Program (Benefit)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are being provided solely as a benefit to you and funded by your organization. This program, and your participation, is voluntary and is NOT meant to determine if I am physically and mentally capable of performing my job duties.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance. However, they may warrant a recommended referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as outlined in the Professional Services Agreement with your department. My individual findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations and will provide an assessment of risk based on the clinical findings to you.

EXHIBIT J: Examinee Waiver for Medical Evaluation

Fire Service Annual Occupational Medical Evaluation (Benefit)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are being provided solely as a benefit to you and funded by your department. This program, and your participation, is voluntary and is NOT meant to determine if I am physically and mentally capable of performing my job duties.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance. However, they may warrant a recommended referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as required by the employer. Findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that the Fire Chief, his/her designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status.

EXHIBIT J: Examinee Waiver for Medical Evaluation

Fire Service Annual Occupational Medical Evaluation (Mandatory)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are solely to identify whether I am physically and mentally able to continue to perform my essential job tasks without undue risk of harm to myself or others. The department has chosen to follow the standards established under the National Fire Protection Association 1582 (Chapter 7, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2022 Edition) for incumbent members.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance concerning your ability to perform your duties. However, they may generate a recommendation of a referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as required by the employer. Findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

However, I fully understand and acknowledge that specific information, results, and findings from this independent medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to your department regarding your continued fitness for duty.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that the Fire Chief, his/her designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations and provide an assessment of risk based on the clinical findings.

EXHIBIT J: Examinee Waiver for Medical Evaluation

Law Enforcement Annual Occupational Medical Evaluation (Benefit)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are being provided solely as a benefit to you and funded by your department. This program, and your participation, is voluntary and is NOT meant to determine if I am physically and mentally capable of performing my job duties.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance. However, they may warrant a recommended referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as outlined in the Professional Services Agreement with your department. My individual findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that the Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations and will provide an assessment of risk based on the clinical findings to you.

EXHIBIT J: Examinee Waiver for Medical Evaluation

Law Enforcement Annual Occupational Medical Evaluation (Mandatory)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are solely to identify whether I am physically and mentally able to continue to perform my essential job tasks without undue risk of harm to myself or others. This medical evaluation uses the job description and/or the department's local policy regarding fitness for duty when making medical recommendations.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance concerning your ability to perform your duties. However, they may warrant a recommended referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as required by the employer. Findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

However, I fully understand and acknowledge that specific information, results, and findings from this independent medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to the department regarding your continued fitness for duty.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that the Police Chief, his/her designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations and provide an assessment of risk based on the clinical findings.

EXHIBIT K: Examinee Waiver for Fitness-for-Duty Medical Evaluation

Fire Service Fitness-for-Duty Medical Evaluation

By signing below, I acknowledge that I understand the scope of the medical services I receive today are solely to identify whether I am physically and mentally able to perform the essential job tasks as a firefighter without undue risk of harm to myself or others, in accordance with the standards established under the National Fire Protection Association 1582 and/or the policy provided to Front Line Mobile Health, PLLC by my employer.

I understand that Front Line Mobile Health, PLLC, is not establishing a patient-provider relationship. This evaluation is performed under a Professional Services Agreement between Front Line Mobile Health, PLLC and my employer. This evaluation does not replace evaluations or health care treatment plans recommended by my primary care physician or other specialty providers.

Due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings may be detected that are of insignificant physiological importance concerning my ability to perform my duties. However, they may warrant a recommended referral to my primary healthcare provider for additional evaluation or treatment. I am encouraged to discuss all results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse me or my employer for the cost of any appointments, additional examinations, or testing I and my primary healthcare provider, or specialty provider choose to undertake.

I am agreeing to undergo this independent medical examination consisting of an evaluation of major body systems, the analysis of laboratory results, and various other diagnostic studies. All findings and results are strictly confidential and will only be shared with the Authority Having Jurisdiction (AHJ), in this case the Fire Chief and/or my employer's Human Resources administrator, if a condition is discovered that would call into question my ability to safely perform the essential job tasks. I acknowledge that the Fire Chief, their designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions, and adherence to medical recommendations.

I fully understand and acknowledge that the specific information, results, and findings from this independent medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to my employer regarding my fitness for duty.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of occupational hazards; and for research studies to identify patterns, make correlations, and drive positive change.

Finally, I acknowledge that the Fire Chief, their designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions, and adherence to medical recommendations. I understand Front Line Mobile Health, PLLC and its Medical Director have no authority or jurisdiction as it relates to my work status, and this rests solely with my employer.

EXHIBIT K: Examinee Waiver for Fitness-for-Duty Medical Evaluation

Law Enforcement Fitness-for-Duty Medical Evaluation

By signing below, I acknowledge that I understand the scope of the medical services I receive today are solely to identify whether I am physically and mentally able to perform the duties of a law enforcement officer without undue risk of harm to myself or others. This medical evaluation uses the job description and/or the department's local policy regarding fitness for duty when making medical recommendations.

I understand that Front Line Mobile Health, PLLC, is not establishing a patient-provider relationship. This evaluation is performed under a Professional Services Agreement between Front Line Mobile Health, PLLC and my employer. This evaluation does not replace evaluations or health care treatment plans recommended by my primary care physician or other specialty providers.

Due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings may be detected that are of insignificant physiological importance concerning my ability to perform my duties. However, they may warrant a recommended referral to my primary healthcare provider for additional evaluation or treatment. I am encouraged to discuss all results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse me or my employer for the cost of any appointments, additional examinations, or testing I and my primary healthcare provider, or specialty provider choose to undertake.

I am agreeing to undergo this independent medical examination consisting of an evaluation of major body systems, the analysis of laboratory results, and various other diagnostic studies. All findings and results are strictly confidential and will only be shared with the Authority Having Jurisdiction (AHJ), in this case the Police Chief and/or my employer's Human Resources administrator, if a condition is discovered that would call into question my ability to safely perform the essential job tasks. I acknowledge that the Police Chief, their designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions, and adherence to medical recommendations.

I fully understand and acknowledge that the specific information, results, and findings from this independent medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to my employer regarding my fitness for duty.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of occupational hazards; and for research studies to identify patterns, make correlations, and drive positive change.

Finally, I acknowledge that the Police Chief, their designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions, and adherence to medical recommendations. I understand Front Line Mobile Health, PLLC and its Medical Director have no authority or jurisdiction as it relates to my work status, and this rests solely with my employer.

EXHIBIT L: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

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› Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as “the hiring agency”) has given you an offer of employment conditioned, in part, on the results of a job-related psychological assessment. **Dr. NAME OF PSYCHOLOGIST** is a licensed psychologist (hereinafter referred to as “psychologist”) experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing, an oral interview, and a review of collateral or third-party information made available by the hiring agency or by you. This may include information gathered during the background investigation you authorized the hiring agency to conduct.

The assessment will also include a review of prior assessments if a psychologist previously evaluated you. Both the written inquiries and interview will probe public and private aspects of your life. These inquiries are necessary to adequately assess whether your psychological traits and abilities satisfy the requirements of the position you have been conditionally offered.

If at any time you wish to ask about the relevance of any question asked in the interview—which will be scheduled sometime after completion of the written testing—please ask and you will receive an explanation as to why the requested information is needed. As with any job application procedure, you have the right to terminate the assessment at any time.

› Limits of Confidentiality

Although the hiring agency is the psychologist’s client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the hiring agency and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.

Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the selection process who have a need to know it. The hiring agency requires a report of pertinent findings and conclusions, including a determination of your suitability for this position, following the completion of the assessment.

The hiring agency may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.

Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

› Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the hiring agency an oral and written report of relevant findings and conclusions relating to their opinion about your suitability for this position, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

EXHIBIT L: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

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› Waiver of Access to Report and Records

This assessment is conducted solely to aid the hiring agency in determining your qualification for hire. **You will not be provided a copy of any report the psychologist provides the hiring agency concerning your suitability.** Because the hiring agency is the client, your authorization will **NOT** permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have **NO** rights to access or review the notes, reports, tests, analyses or other information generated in connection with this evaluation of your suitability for employment. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the hiring agency, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this post-offer psychological evaluation other than the final determination (i.e., qualified or unqualified).

› Payment for Services

The hiring agency is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

› Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) psychologically qualified for this position, or (2) psychologically unqualified for this position. The hiring agency has determined the standards and degree of suitability it requires for qualification. Regardless of the conclusions the psychologist reaches and communicates in their report, the hiring agency may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your status. Alternatively, the hiring agency may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your suitability, and depending on the hiring agency's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your candidacy.

*The psychologist's opinion concerning your psychological qualification or suitability for this position is **NOT** a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.*

› Regarding Your Freedom to Decline to Participate

You are free to decline participation in this examination. However, your decision not to participate in the examination will result in the revocation of the hiring agency's conditional offer of employment.

› Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire one year from the date of signing or will remain in effect for the period reasonably needed to complete this assessment.

EXHIBIT L: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

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› Redislosure

The psychologist will advise the hiring agency to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

Nevertheless, by signing the authorization attached hereto as Exhibit A (Authorization to Use and Disclose Protected Health Information) and authorizing the psychologist to release this information to the hiring agency, there is the possibility that the hiring agency could redisclose this information. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

› Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

› Recording and/or Photographing During the Evaluation

You are **NOT** authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initialing it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you require additional time to consult with your attorney or other advisor.

Initial only if you Do Not require additional time.

Name (Printed)

Signature

Today's Date

EXHIBIT L: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION



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I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological qualification and suitability for the position I have applied for, to the agency that referred me for this examination (hereinafter referred to as the "hiring agency"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the hiring agency will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the hiring agency uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place. This will result in the withdrawal of the conditional offer of employment.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 78048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's Date

EXHIBIT M: Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent

FITNESS FOR DUTY PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

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> Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as "the department") has requested a Fitness for Duty Evaluation (FFDE). A FFDE is indicated whenever there is an objective and reasonable basis for believing that an employee, as a result of a psychological condition or impairment, (1) may be unable to perform one or more essential job functions or (2) poses a direct threat to him/herself or others. **Dr. NAME OF PSYCHOLOGIST** is a licensed psychologist (hereinafter referred to as "psychologist") experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing, an oral interview, and a review of collateral or third-party information made available by the department or by you. This may include medical and/or personnel records.

> Limits of Confidentiality

Although the department is the psychologist's client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the department and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.


Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the FFDE decision process who have a need to know it. The department requires a report of pertinent findings and conclusions, including a determination of your fitness for duty, following the completion of the assessment.


The department may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a second opinion fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.


Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

> Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the department an oral and written report of relevant findings and conclusions relating to their opinion about your fitness for duty, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

 PO Box 1268, Granbury TX 76048

 frontlinemobilehealth.com

 512.838.3808


 512.975.2009

EXHIBIT M: Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent

FITNESS FOR DUTY PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

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> Waiver of Access to Report and Records

This assessment is conducted solely to aid the department in determining your fitness for duty. **You will not be provided a copy of any report the psychologist provides the department concerning your fitness for duty.** Because the department is the client, your authorization will **NOT** permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have **NO** rights to access or review the notes, reports, tests, analyses or other information generated in connection with this evaluation of your suitability for employment. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the department, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this Fitness for Duty Psychological Evaluation other than the final determination (i.e., fit for duty or unfit for duty).

> Payment for Services

The department is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

> Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) psychologically fit for duty, or (2) psychologically unfit for duty. The department has determined the standards and degree of psychological fitness it requires for duty. Regardless of the conclusions the psychologist reaches and communicates in their report, the department may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your status. Alternatively, the department may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your fitness for duty, and depending on the department's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your status.


The psychologist's opinion concerning your psychological fitness for duty is NOT a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your fitness for duty with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.


> Regarding Your Freedom to Decline to Participate


You are free to decline participation in this examination.

> Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire one year from the date of signing or will remain in effect for the period reasonably needed to complete this assessment.

 PO Box 1268, Granbury TX 76048

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EXHIBIT M: Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent

FITNESS FOR DUTY PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



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> Redisclosure

The psychologist will advise the department to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

Nevertheless, by signing the authorization attached hereto as Exhibit A (Authorization to Use and Disclose Protected Health Information) and authorizing the psychologist to release this information to the department, there is the possibility that the department could redisclose this information. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

> Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

> Recording and/or Photographing During the Evaluation

You are NOT authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initialing it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

Initial only if you require additional time to consult with your attorney or other advisor.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you Do Not require additional time.

Name (Printed)

Signature

Today's Date

PO Box 1268, Granbury TX 76048

frontlinemobilehealth.com

512.838.3808

512.975.2009

EXHIBIT M: Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent



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AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological fitness for duty, to the agency that referred me for this examination (hereinafter referred to as the "department"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the department will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the department uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 76048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's Date

PO Box 1268, Granbury TX 76048

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512.975.2009

EXHIBIT N: Promotional Psychological Evaluation: Disclosure and Informed Consent

PROMOTIONAL PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

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› Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as “the department”) has requested a Promotional Psychological Evaluation. The goal of the Promotional Psychological Evaluation is to ensure that the department is promoting individuals who are the best fit for the position. **Dr. NAME OF PSYCHOLOGIST** is a licensed psychologist (hereinafter referred to as “psychologist”) experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing and an oral interview.

› Limits of Confidentiality

Although the department is the psychologist’s client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the department and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.

Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the selection process who have a need to know it. The department requires a report of pertinent findings and conclusions, including a determination of your suitability for this position, following the completion of the assessment.

The department may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.

Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

› Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the department an oral and written report of relevant findings and conclusions relating to their opinion about your suitability for this position, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

› Waiver of Access to Report and Records

This assessment is conducted solely to aid the department in determining your qualification for promotion. **You will not be provided a copy of any report the psychologist provides the department concerning your suitability.** Because the department is the client, your authorization will **NOT** permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have **NO** rights to access or review the notes, reports, tests, analyses or other information generated in connection with

EXHIBIT N: Promotional Psychological Evaluation: Disclosure and Informed Consent

PROMOTIONAL PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



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this evaluation of your suitability for promotion. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the department, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this post-offer psychological evaluation other than the final determination (i.e., recommended or not recommended).

› Payment for Services

The department is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

› Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) below average, (2) low average, (3) average, (4) above average, or (5) superior in five separate categories of style of character, style of interaction, thinking ability, personality, and risk. The department has determined the standards and degree of suitability it requires for qualification. Regardless of the conclusions the psychologist reaches and communicates in their report, the department may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your promotion status. Alternatively, the department may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your suitability, and depending on the department's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your candidacy for promotion.

The psychologist's opinion concerning your psychological qualification or suitability for this position is NOT a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.

› Regarding Your Freedom to Decline to Participate

You are free to decline participation in this examination. However, your decision not to participate in the evaluation may impact your promotional status.

› Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire after the promotional process has expired.

› Redislosure

The psychologist will advise the department to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

Nevertheless, by signing the authorization attached hereto as Exhibit A (Authorization to Use and Disclose Protected Health Information) and authorizing the psychologist to release this information to the department, there is the possibility that the department

EXHIBIT N: Promotional Psychological Evaluation: Disclosure and Informed Consent

PROMOTIONAL PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



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could redisclose this information in circumstances such as a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law may also require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

> Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

> Recording and/or Photographing During the Evaluation

You are **NOT** authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initialing it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

Initial only if you require additional time to consult with your attorney or other advisor.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you Do Not require additional time.

Name (Printed)

Signature

Today's Date

EXHIBIT N: Promotional Psychological Evaluation: Disclosure and Informed Consent



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AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological qualification and suitability for promotion, to the agency that referred me for this examination (hereinafter referred to as the "department"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the department will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the department uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place. This will result in the withdrawal from the promotion consideration process.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 76048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's Date

EXHIBIT O: Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent

SPECIAL TACTICS TEAM SELECTION EVALUATION: DISCLOSURE AND INFORMED CONSENT

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› Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as “the department”) has requested a Special Tactics Team Selection Psychological Evaluation. The goal of the Special Tactics Team Selection Psychological Evaluation is to ensure that the department is promoting individuals who are the best fit for the position. **Dr. NAME OF PSYCHOLOGIST** is a licensed psychologist (hereinafter referred to as “psychologist”) experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing and an oral interview.

› Limits of Confidentiality

Although the department is the psychologist’s client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the department and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.

Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the selection process who have a need to know it. The department requires a report of pertinent findings and conclusions, including a determination of your suitability for this position, following the completion of the assessment.

The department may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.

Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

› Report of Findings and Conclusions


Following the completion of the examination, the psychologist will give the department an oral and written report of relevant findings and conclusions relating to their opinion about your suitability for selection to the special tactics team, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

› Waiver of Access to Report and Records

This assessment is conducted solely to aid the department in determining your qualification for selection to the special tactics team. **You will not be provided a copy of any report the psychologist provides the department concerning your suitability.** Because the department is the client, your authorization will **NOT** permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have **NO** rights to access or review the notes, reports, tests, analyses or other information generated in connection with

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EXHIBIT O: Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent

SPECIAL TACTICS TEAM SELECTION EVALUATION: DISCLOSURE AND INFORMED CONSENT



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this evaluation of your suitability for promotion. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the department, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this Special Tactics Team Psychological Evaluation other than the final determination (i.e., recommended or not recommended).

> Payment for Services

The department is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

> Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) below average, (2) low average, (3) average, (4) above average, or (5) superior in five separate categories of style of character, style of interaction, thinking ability, personality, and risk. The department has determined the standards and degree of suitability it requires for qualification. Regardless of the conclusions the psychologist reaches and communicates in their report, the department may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your selection status. Alternatively, the department may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your suitability, and depending on the department's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your candidacy for promotion.

The psychologist's opinion concerning your psychological qualification or suitability for this position is NOT a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.

> Regarding Your Freedom to Decline to Participate

You are free to decline participation in this examination. However, your decision not to participate in the evaluation may impact your selection status.

> Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire after the selection process has expired.

> Redisclosure

The psychologist will advise the department to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

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EXHIBIT O: Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent

SPECIAL TACTICS TEAM SELECTION EVALUATION: DISCLOSURE AND INFORMED CONSENT



could redisclose this information in circumstances such as a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law may also require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

> Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

> Recording and/or Photographing During the Evaluation

You are **NOT** authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initialing it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

Initial only if you require additional time to consult with your attorney or other advisor.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you Do Not require additional time.

Name (Printed)

Signature

Today's Date

EXHIBIT O: Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent



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AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological qualification and suitability for promotion, to the agency that referred me for this examination (hereinafter referred to as the "department"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the department will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the department uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place. This will result in the withdrawal from the special tactics team selection process.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 76048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's Date

EXHIBIT P: Requirements for Firefighters

National Fire Protection Association standard titled “2025 NFPA 1580 Standard for Emergency Responder Occupational Health and Wellness” and “2022 NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments” are not incorporated by reference due to the size of the documents. However, these fifteen (15) Essential Job Tasks are included for reference and can be superseded by the Contracting Agency’s job descriptions, if provided to Service Provider.

1. Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time periods.
2. Wearing the respirators required by the jurisdiction (e.g., N-95, half-face elastomeric, PAPR, SCBA), which includes a demand-valve-type positive-pressure facepiece or filter respirator, achieving a successful fit-test and tolerating increased respiratory workloads.
3. Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA.
4. Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lb. (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb. (9–18 kg).
5. Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C).
6. Working alone while wearing PPE and respirators required by the jurisdiction, searching, finding, and rescue-dragging or carrying victims to safety in hazardous conditions and low visibility.
7. While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in. (45 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
8. While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards.
9. Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.
10. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
11. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions.

EXHIBIT P: Requirements for Firefighters

12. Ability to communicate (i.e., give and comprehend written or verbal orders) while wearing PPE and respirators required by the jurisdiction under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers).
13. Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to members of the public or other team members.
14. Working in shifts, including during nighttime, that can extend beyond 12 hours.
15. Performing emergency medical service (EMS) tasks, such as cardiopulmonary resuscitation (CPR) or lifting or moving patients, while wearing PPE and respirators required by the jurisdiction.

EXHIBIT Q: Medical Recommendation Form (Full Recommendation)



Medical Recommendation Form



Name: _____ D.O.B: _____ Date of Evaluation: _____
 Department: _____ Type of Evaluation: _____
 Does that specific department have a department health and wellness policy?
 Medical Standard: 1582(New)

The above named individual is recommended for full operational suppression duty without restrictions for: 365 Days

No fitness and/or medical condition(s) was/were found to be present during the evaluation that would limit the abovenamed individual from performing full duty without restrictions IAW the NFPA Essential Job Tasks and/or Department Policy.

The above named individual revealed specific limitations.

The evaluation performed on the abovenamed individual revealed recommended limitations for performing one or more of the following NFPA Essential Job Tasks and/or Department Policy Requirements.

Major system for the reason for the limited/no duty recommendation:

THE MEDICAL RECOMMENDATION IS THEREFORE LIMITED FROM PERFORMING THE FOLLOWING ESSENTIAL JOB TASKS (check all that apply):

<input type="radio"/> 1. Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time period	<input type="radio"/> 9. Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA
<input type="radio"/> 2. Wearing the respirators required by the jurisdiction (e.g., N-95, half-face elastomeric, PAPR, SCBA), which includes a demand-valve-type positive-pressure facepiece or filter respirator, achieving a successful fit test and tolerating increased respiratory workloads	<input type="radio"/> 10. Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)
<input type="radio"/> 3. Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lb (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb (9–18 kg)	<input type="radio"/> 11. While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in (45 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles
<input type="radio"/> 4. Working alone while wearing PPE and respirators required by the jurisdiction, searching, finding, and rescue-dragging or carrying victims to safety in hazardous conditions and low visibility	<input type="radio"/> 12. Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.
<input type="radio"/> 5. While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards	<input type="radio"/> 13. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
<input type="radio"/> 6. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens	<input type="radio"/> 14. Functioning as an integral component of a team, where sudden incapacitation can result in mission failure or in risk of injury or death to members of the public or other team members
<input type="radio"/> 7. Ability to communicate (i.e., give and comprehend written or verbal orders) while wearing PPE and respirators required by the jurisdiction, under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers)	<input type="radio"/> 15. Performing EMS tasks, such as CPR or lifting or moving patients, while wearing PPE and respirators required by the jurisdiction
<input type="radio"/> 8. Working in shifts, including during nighttime, that can extend beyond 12 hours	

EXHIBIT Q: Medical Recommendation Form (Non-Recommendation)



Medical Recommendation Form



Name: _____ D.O.B: _____ Date of Evaluation: _____
 Department: _____ Type of Evaluation: _____

Does that specific department have a department health and wellness policy? No
 Medical Standard: 1582(New)

The above named individual is recommended for full operational suppression duty without restrictions for: 0 Days

No fitness and/or medical condition(s) was/were found to be present during the evaluation that would limit the abovenamed individual from performing full duty without restrictions IAW the NFPA Essential Job Tasks and/or Department Policy.

The above named individual revealed specific limitations.

The evaluation performed on the abovenamed individual revealed recommended limitations for performing one or more of the following NFPA Essential Job Tasks and/or Department Policy Requirements.

Major system for the reason for the limited/no duty recommendation: Fitness

THE MEDICAL RECOMMENDATION IS THEREFORE LIMITED FROM PERFORMING THE FOLLOWING ESSENTIAL JOB TASKS (check all that apply):

<input checked="" type="radio"/> 1. Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time period	<input type="radio"/> 9. Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA
<input checked="" type="radio"/> 2. Wearing the respirators required by the jurisdiction (e.g., N-95, half-face elastomeric, PAPR, SCBA), which includes a demand-valve-type positive-pressure facepiece or filter respirator, achieving a successful fit test and tolerating increased respiratory workloads	<input checked="" type="radio"/> 10. Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)
<input checked="" type="radio"/> 3. Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lb (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb (9–18 kg)	<input checked="" type="radio"/> 11. While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in (45 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles
<input checked="" type="radio"/> 4. Working alone while wearing PPE and respirators required by the jurisdiction, searching, finding, and rescue-dragging or carrying victims to safety in hazardous conditions and low visibility	<input checked="" type="radio"/> 12. Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.
<input checked="" type="radio"/> 5. While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards	<input type="radio"/> 13. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
<input type="radio"/> 6. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens	<input checked="" type="radio"/> 14. Functioning as an integral component of a team, where sudden incapacitation can result in mission failure or in risk of injury or death to members of the public or other team members
<input type="radio"/> 7. Ability to communicate (i.e., give and comprehend written or verbal orders) while wearing PPE and respirators required by the jurisdiction, under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers)	<input type="radio"/> 15. Performing EMS tasks, such as CPR or lifting or moving patients, while wearing PPE and respirators required by the jurisdiction
<input type="radio"/> 8. Working in shifts, including during nighttime, that can extend beyond 12 hours	

EXHIBIT R: Work Limitations Form

WORK LIMITATIONS FORM



a veteran-owned company

Employee Name: Date of Injury:
 Department: Shift/Supervisor:
 Evaluation Date:

> Overview of Evaluation

Front Line Mobile Health has been contracted to perform "Department Physician Services" services to ensure that injured employees are receiving the appropriate clinical management in order to help them achieve the physical recovery necessary to safely return to work. Any limitation/restriction recommendations are based on a review of either clinical records, employee examination, employee interview, and/or other available information. Front Line Mobile Health cannot guarantee that the employer will have suitable work for the injured employee within the limitations outlined below, during recovery period, and modified or light duty may not be feasible in all instances.

> **Medical Provider Statement:** The above-named employee has been evaluated by me on: . My diagnosis and recommendations are as follows:

> Diagnosis

- Employee may return to work **without restrictions** as of:
- Employee may return to work **with some restrictions** as of:
- Employee **may not** return to work at this time. **Tentative return to work date, pending evaluation is:**

> Recommended Restrictions

Restrictions Specific To (If any)		Miscellaneous Restrictions (If any)	Motion Restrictions (If any)						
Left Hand/Wrist	Left Foot/Ankle	Max hours per day of work:	Max Hours Per Day	0	2	4	6	8	Other
Right Hand/Wrist	Right Foot/Ankle	Sit/Stretch breaks of _____ per _____	Walking						
Left Arm	Left Leg	Must wear splint/cast at work	Climbing (ladders/scaffolding)						
Right Arm	Right Leg	Must use crutches at all times	Grasping/Squeezing						
Left Shoulder	Left Hip	No driving/operating heavy equipment	Wrist (flexion/extension)						
Right Shoulder	Right Hip	Can only drive automatic transmission	Reaching						
Head	T-Spine	No driving any vehicle	Overhead Reaching						
Face	L-Spine	Must keep injury area elevated	Keyboard Typing						
C-Spine	Skin	Must keep injury area clean/dry	Physical Exercise						
Other:		Dressing changes necessary at work	Other:						
		No skin contact with:							
		No work in extreme hot/cold environments							
		No work at heights or on scaffolding							

Posture Restrictions (If any)						Distance Restrictions When Exercising (If any)							
Max Hours Per Day	0	2	4	6	8	Other	Max Distance Per Day (mi)	0	1	2	OPD	Any	Other
Standing							Walking						
Walking							Jogging						
Kneeling/Squatting							Running						
Bending/Stooping							Biking						
Pushing/Pulling							Elliptical						
Twisting							Swimming						
Other:						Other:							

PO Box 1268, Granbury TX 76048

frontlinemobilehealth.com

512.838.3808

512.975.2009

EXHIBIT R: Work Limitations Form

WORK LIMITATIONS FORM



a veteran-owned company

Employee Name: Date of Injury:
 Department: Shift/Supervisor:
 Evaluation Date:

> Recommended Restrictions (continued)

Lift/Carry Restrictions (if any)			Medication Restrictions (if any)	
<input type="checkbox"/> No wearing of PPE	<input type="checkbox"/> May not lift >	lbs floor to waist	<input type="checkbox"/> Must take prescription medications	<input type="checkbox"/> Do not take medication while on shift
<input type="checkbox"/> No wearing of PPE > 20 lbs	<input type="checkbox"/> May not lift >	lbs waist to shoulders	<input type="checkbox"/> Medication may make drowsy	<input type="checkbox"/> OTC medications recommended
<input type="checkbox"/> No wearing of PPE > 40 lbs	<input type="checkbox"/> May not lift >	lbs above shoulders	<input type="checkbox"/> Do not drive while taking medication	<input type="checkbox"/> Avoid prolonged sun exposure
<input type="checkbox"/> No patient lifting/transferring	<input type="checkbox"/> Team lift not >	lbs per person	Other: <input type="text"/>	

Other Restrictions (if any):

> Limitations will remain in effect until re-evaluation scheduled for:

> Endorsement and Acknowledgement

Provider Signature

 Provider Name

 Date Signed

Employee Signature

 Employee Name

 Date Signed

Chief/Human Resources Signature

 Chief/Human Resources Name

 Date Signed

PO Box 1268, Granbury TX 76048

frontlinemobilehealth.com

512.838.3808

512.975.2009

Date Filed: 11/03/2025

APPLICATION FOR SPECIAL USE PERMIT

Comes now the petitioner PCR V HAVEN LLC.

and hereby submits this application for a Storage facility with future sales & service and for further representation indicates as follows:

(1) Legal Description of Real Estate:

Lot 2 Staehroy Business Park City Of York 5.09AC

(2) Application is hereby requested for the purpose of Indoor storage for large vehicles and equipment of lengths 40' to 100', heights not to exceed 14'. Sales and services targeting premium RV's and motor coaches. Secondary purpose to include campground, contractor storage, truck & freight terminals, onsite LPG sales and repair.

(3) Petitioner hereby agrees to comply with all existing zoning and building regulations of the City of York.

(4) Petition is the owner of the above described real estate. soon to be owner. Currently under contract to purchase contingent upon business approval

(5) Declaration of Restrictions: Petitioner further agrees that if the special use permit is granted, the property will be used only for the use specified in the application. Additionally, should the use be abandoned, discontinued or changed, any subsequent use will conform with City of York zoning regulations.

Brock & Kara Manley, Owners of PCR V Haven LLC.

Petitioner

BTM Kara Manley

- (1) This form must be accompanied by a check in the amount of \$35.00
- (2) This form must be filed fifteen (15) days before the Planning Commission meeting
- (3) This form must be accompanied by all items called for in the provisions for Special Use Permits as outlined in the York Municipal Code



APPLICATION FOR SPECIAL USE PERMIT, PCRV HAVEN LLC.

The following are our requested uses as they apply to the provisions outlined in article XVI. "C3" Highway Commercial District.

Sec.1. Intent and purpose of district.

- Our target demographic is RVers and highway travelers. We have included our executive summary to outline our goals and highlight the need for this type of business.

Sec.2. District regulations.

- This property contains two existing structures that we intend to repurpose into administration, security, and retail buildings. Large storage buildings are to be erected.

Sec. 3. Use regulations.

- Primary use.
 - (26) Special permit.
 - (a) Warehouses or storage houses

Secondary uses to come in our expansion phase.

- (8) Mobile home sales.
- (14) Service Stations.
- (16) Truck and freight terminals.
- (21) Automobile accessory and supply stores.
- (26) Special permit.
 - (g) Contractor's storage yards and shops.
 - (h) Campgrounds.

Sec. 4. Intensity of use regulations

- This property is approximately 223,800 square feet

Sec. 5. Height regulations.

- Listed are the proposed building's peak height
 - Building A 21.1 feet
 - Building B 19.8 feet
 - Building C 21.1 feet
 - Buildings D and E are still in the planning but will not exceed 35 feet

Sec. 6. Yard regulations.

- The east and south sides will have a minimum 25-foot yard
- The north and west sides will have a minimum 15-foot yard

Sec. 7. Sign regulations

- Signage is to be an attached, dimly lit, containing our name and logo only. It will conform to all provisions of article XIX and all regulations of ordinance no. 2271.

Sec. 8. Parking regulations

- This section does not appear to contain specific requirements for storage facilities. Our business model is to create large indoor parking, and we intend to include two stalls and two ADA stalls adjacent to each storage structure.
- The existing retail/sales structure is 1,800 sq ft and will contain nine stalls and two ADA stalls conforming to sec.1. provision (9).

Sec. 9. Landscaping regulations

- Please note this application is for the second division of our business. One of the services offered by the first division of Pcrv Haven is landscaping. We are set to create an attractive landscape to include turf, trees, and hedgerows partially serviced with our innovative ecologically friendly water reuse designs. Our yard spaces will not meet but exceed all standards of article XXI and it's applicable ordinances.

Sec. 10. Traffic regulations

- The preliminary layout of this development is meant to service oversize RV's, trailers, and commercial trucks and equipment. Oversized aprons at entrances and exits, and clear sight lines are central to the safety of this vision and design. The sight triangle must exceed the 75 foot model. I look forward to working with city and building officials to achieve this goal.



<p>NOTES</p>	<p>This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.</p>	<p>York County, NE</p> <p>10/18/2025</p> <p>THIS MAP IS NOT TO BE USED FOR NAVIGATION</p>
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NOTES

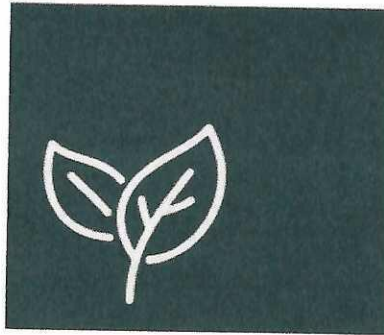
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

York County, NE

10/22/2025

Preservation and Conservation through Reclamation and Versatility



Business Plan for PCRV Haven LLC of Nebraska

Executive Summary

Business Name:

PCRV Haven LLC

Business Address:

1413 Birch St. Aurora NE 68818

Owner(s):

Brock Manley, Kara Manley

Website:

pcrvhaven.com

Business Overview:

PCRV Haven is set up to offer premium storage solutions for recreational vehicles, boats, cars, and commercial equipment. The facility will feature automated access for customers, spacious rental areas for equipment and modern RVs and trailers, and comprehensive cloud-based security camera systems.

Mission Statement:

Our mission is to provide high-quality RV storage experience by offering well-maintained facilities, reliable customer service, website connectivity, and secure property to ensure every customer has peace of mind.

Vision Statement:

Our vision is to become the preeminent RV and equipment storage provider in the region, distinguished for our unwavering commitment to sustainability, unparalleled affordability, exemplary environmental stewardship, and exceptional customer satisfaction. We aspire to be the preferred choice for discerning owners and business professionals seeking an elite and premier storage experience that is both secure and efficient. By consistently delivering personalized and

outstanding service, we aim to set the highest standards in the industry and foster long-lasting relationships with our valued clients.

Business Objectives

Year 1: We plan to acquire a property that aligns with our requirements, followed by the completion of infrastructure development, security containment, administrative facility, and the initial storage lot construction. To optimize revenue in the first year, rental spaces will be made available before the summer season.

Years 2-3: Our expansion strategy includes the addition of two more storage lots and amenities, such as restrooms and RV sanitary dump stations. These enhancements will facilitate financing future improvements to both amenities and the overall quantity and quality of space, with an anticipated doubling or tripling of revenue during this period.

Year 5: We intend to grow the business by establishing additional locations and sites near other major populated cities. This expansion is projected to achieve our maximum expected annual revenue within this timeframe.

Market Research

Industry Overview:

The RV and equipment storage industry is experiencing steady growth, driven by the increasing popularity of RV travel among baby boomers, families, and younger adventurers. As domestic tourism expands and outdoor recreation gains prominence, the demand for RV storage is expected to continue rising. However, many existing RV and equipment storage facilities do not offer sites that accommodate modern RV length and width requirements.

Target Market:

1. **Retired Individuals** – Many retirees own RVs and enjoy long-term stays in peaceful, nature-filled locations and store their toys in-between trips.
2. **Families** – Families seeking affordable vacations with outdoor experiences that utilize storage options year-round.
3. **Business owners** – local businesses and farmers seeking secure storage for asset protection.

Competitive Analysis:

Many existing RV storage facilities were designed for RVs that were typically 18 to 26 feet long and lacked slide-outs that increased their width upon arrival. Consequently, these older lots often

feature cramped and poorly designed layouts, with sites that position campers too close together, thereby reducing comfort and safety. Additionally, many sites present challenging and sometimes unsafe approach angles, particularly for larger trailers and motorcoaches.

Our RV storage lot's innovative ample spaced layout will provide safer and more accessible approach angles for backing into each site. With the growing prevalence of RVs ranging from 35 to 45 feet in length, many modern RV owners struggle to find suitable accommodation.

By offering well-designed, spacious sites with optimal approach angles, our locations will be positioned to meet the needs of today's RV owners, providing a comfortable and safe alternative to overcrowded and outdated storage facilities.

Amenities and Services:

Competitors in our region predominantly offer RV sites arranged perpendicularly to their host roads, with all sites being parallel and generally restricted in length. Although some lots feature angled back-in and pull-through sites, these are relatively rare, leading to limited availability and higher rates due to the scarcity of these preferred options.

Moreover, very few competitors provide onsite sanitary facilities, modern security measures, and particularly lots equipped with infrastructure that balances indoor, covered, and outdoor space.

Location:

- York County has been selected for our initial storage development project.
- Further developments will expand to other major cities within regions demonstrating a significant demand for growth in this sector.

Pricing Strategy:

The tiered pricing structure is designed to accommodate all RV types and sizes, providing options for a wide range of visitors. This method ensures competitiveness by aligning prices closely with those of similar sites at other RV storage lots. Different site options are available to meet various customer needs: 50-foot sites for larger motorcoaches and fifth wheel trailers, mid-range sites for standard motorcoaches and equipment trailers, and more economical options for smaller expedition-style trailers, cars, and pop-ups. By offering a pricing model that matches the space requirements of each customer, revenue can be maximized while delivering value to the target demographic.

Market Opportunity:

- Increased demand for affordable indoor and covered storage.
- Proximity to the interstate, Hwy 81, and centrally located in Nebraska within a shorter travel time to the most popular state parks and lakes.
- Proximity to shopping outlets and numerous dining options close by.
- Heavily traveled by commercial trucks hauling fuel and freight. While commercial truck parking is not our target demographic, it is considered one of our secondary objectives.

Services and Amenities

1. Storage Sites:

- Pull-through and back-in sites with 50 to 100 foot accommodation
- Back-in 30 foot sites for equipment and mid-size campers
- Back-in 25 foot sites for small trailers and cars
- Covered and indoor sites for sun, rain, and hail protection to be added in years one and two.
- Indoor climate controlled premium sites to follow

2. Onsite Facilities:

- Bathroom facilities
- Admin/security office
- Sanitary dump station
- Sales lot
- Maintenance and service center

3. Guest Services:

- Wi-Fi
- Security
- Website access to security camera footage
- Personal gate code per customer for 24 hour access
- Harvest Host sites
- Other web-based services targeting overnigheters

Marketing Strategy

Brand Positioning:

Create a brand that emphasizes relaxation, security, safety, and community. Focus on delivering a memorable experience that keeps guests returning.

Marketing Channels:

1. **Website:** Develop a professional website with an easy-to-use booking system, photo gallery, guest testimonials, and a blog to improve SEO.



Contact: **Jay Cole**
 Phone: (970) 707-8016
 Email: jay.c@gwbbuildings.com
 Prepared: 9/22/2025

SPEC SHEET: BrockManley20250919B *Building A*

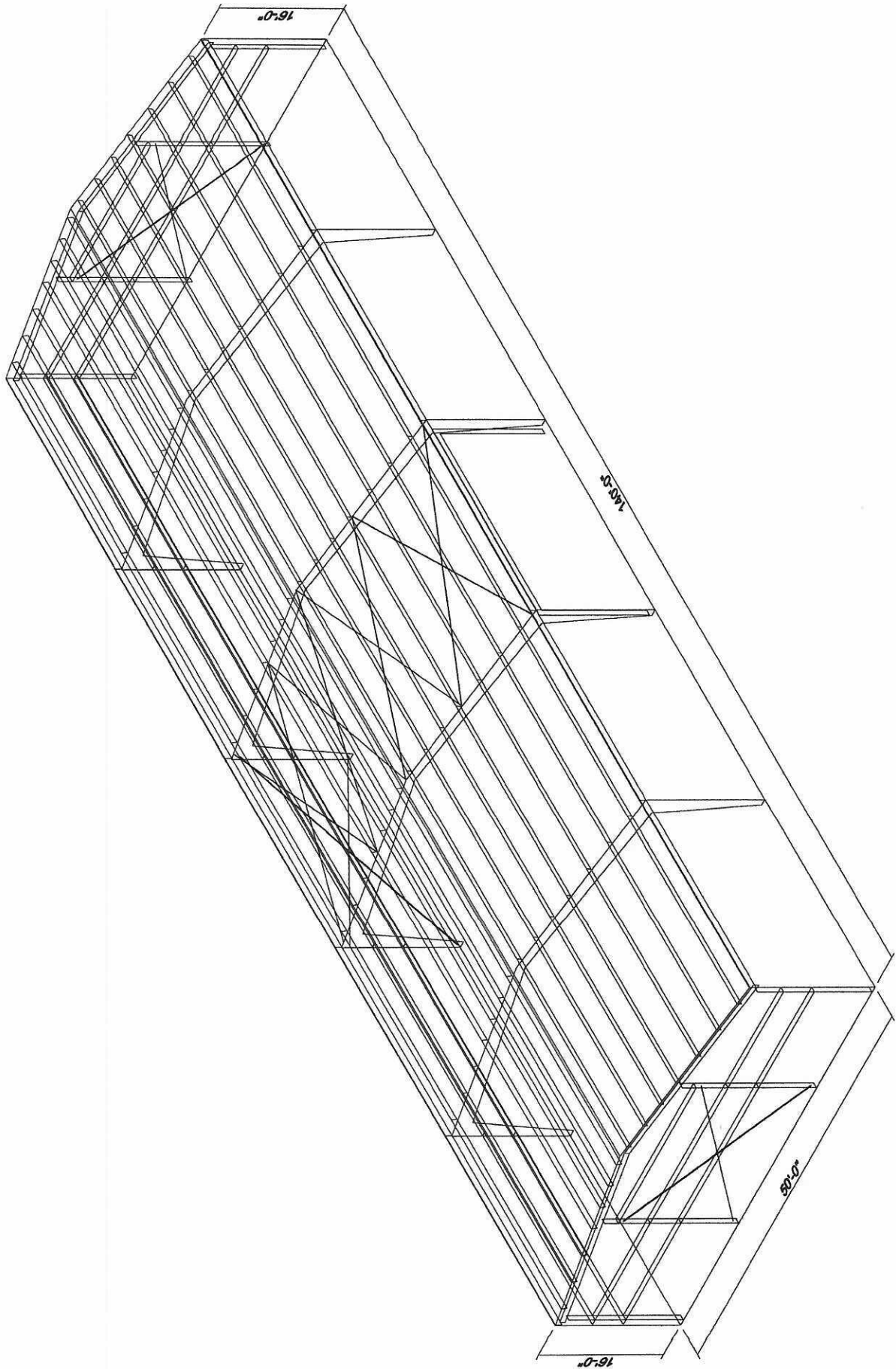
BUYER DETAILS	JOBSITE DETAILS	WARRANTIES
Brock Manley N/A (971) 226-6300 manley.coatings@hotmail.com ADDRESS DETAILS Aurora, NE 68818	Brock Manley N/A (971) 226-6300 manley.coatings@hotmail.com ADDRESS DETAILS Aurora, NE 68818 County: Hamilton	Wall Panels 40 Years Roof Panels 40 Years Structural Lifetime <small>SEE STANDALONE WARRANTY DOCUMENTS</small>

BUILDING DETAILS	LOADS & CODE
Width: 50' Length: 140' Eave Height: 16' Roof Pitch: 2:12	Ground Snow Load: 25 PSF Roof Snow Load: 25 PSF Wind Exposure: C Wind Load: 115MPH Building Code: IBC-21 Collateral Load: 1 PSF Live Load: 20 PSF Other Load: N/A

FRAME DETAILS	ROOF DETAILS	WALL DETAILS	TRIM DETAILS
LEW: Post & Beam REW: Post & Beam Coating: Dark Grey Sec. Coat: Pre-Galvanized	Type: PBR - Purlin Bearing Rib Gauge: 26 Gauge Color: SMP - Color Choice	Type: PBR - Purlin Bearing Rib Gauge: 26 Gauge Color: SMP - Color Choice	Rake: Standard FL-15 Eave: Standard FL-214 Corners: SMP - Color Choice Jamb: SMP - Color Choice

BRACING	BAY SPACING	DESIGN DETAILS
LEW: Per Engineer REW: Per Engineer FSW: Per Engineer BSW: Per Engineer	LEW: Most Economical REW: Most Economical FSW/BSW: Most Economical	IBC Occupancy: Normal IBC Thermal Condition: Unheated IBC Snow Exposure: Partially Enclosed IBC Seismic Zone: A

NOTES



SPICE BOLT TABLE

Mark	Qty	Top	Bot	Int	Type	Dia	Length
SP1	4	4	4	2	A325	3/4"	2 1/4"
SP2	4	4	4	0	A325	5/8"	2"

ALTERNATE MEMBER

Frame	OID	Mark
3	A	RF1-4
4	A	RF1-4

FLANGE BRACES: Fbar (1 or 2)
 x-length(in)
 (1) One Side; (2) Two Sides
 B - 2X2X1/8
 A - 2X2X1/4@a

DATE	DWN	CHK	ENG
ISSUE	APPROVAL	DATE	BY
MEZ	MEZ	MEZ	MEZ
DAR	DAR	DAR	DAR

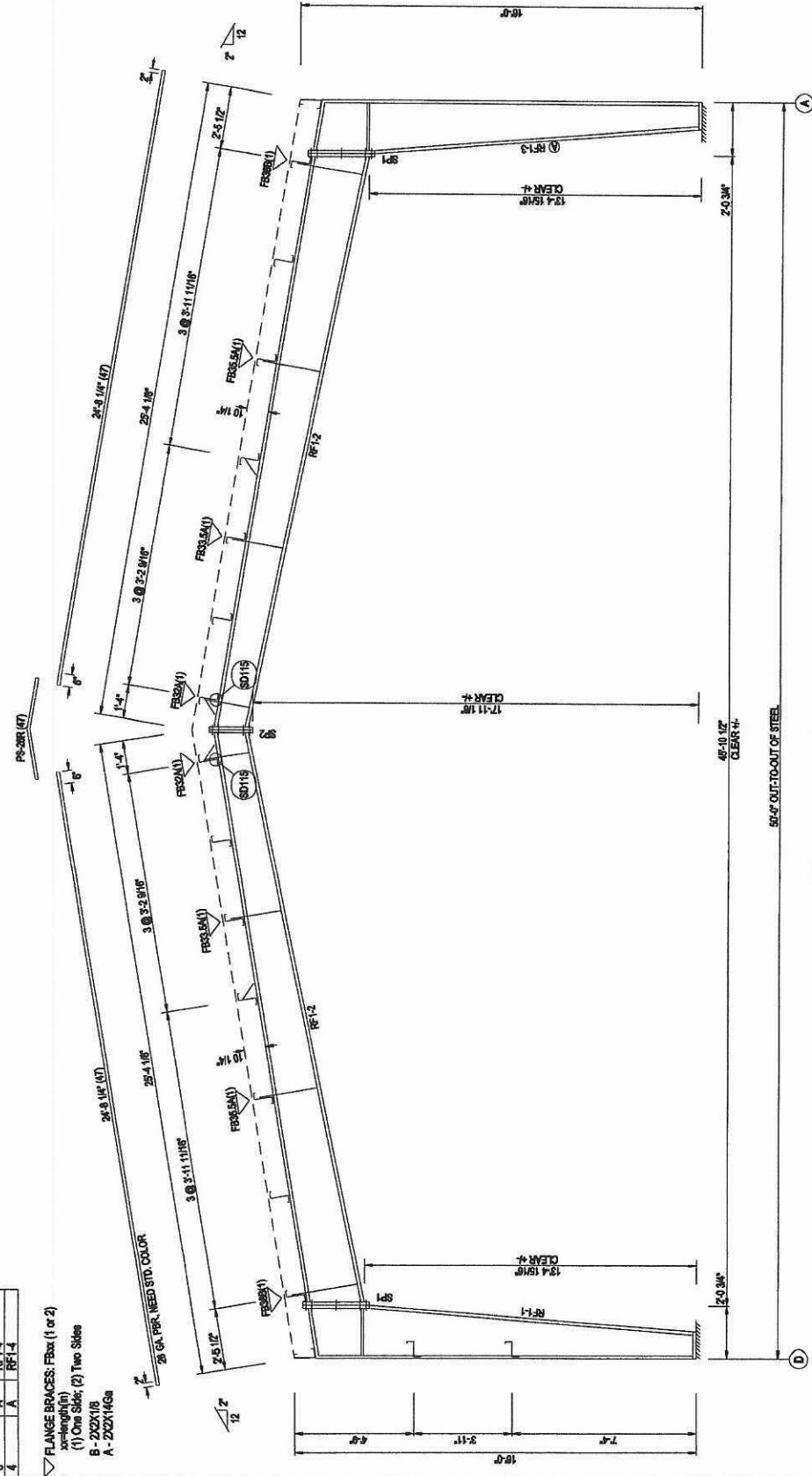
GREAT WESTERN BUILDINGS

1101 3RD AVE
 GRAND JUNCTION, CO 81501
 PHONE: (800)-497-2135
 WWW.GREATWESTERNBUILDINGS.COM

OF

BrockManley20250919B

RIGID FRAME ELEVATION



RIGID FRAME ELEVATION: FRAME LINE 2 3 4 5

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TRIM TABLE
FRAME LINE 1

ID	QUAN	PART	LENGTH	DETAIL
1	5	FL-60	10'-2"	TD74
2	2	FL-40	7'-10 1/8"	TD68
3	2	FL-60/C	5'-6 1/2"	TD65
4	1	FL-60/L	1'-0"	TD12
5	1	FL-17	5'-6 1/2"	
6	1	FL-60/R	5'-6 1/2"	TD12

BOLT TABLE
FRAME LINE 1

LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1ER-2	8	A325	5/8"	1 1/2"
COLUMNS/AFTER	2	A325	5/8"	1 1/2"

MEMBER TABLE
FRAME LINE 1

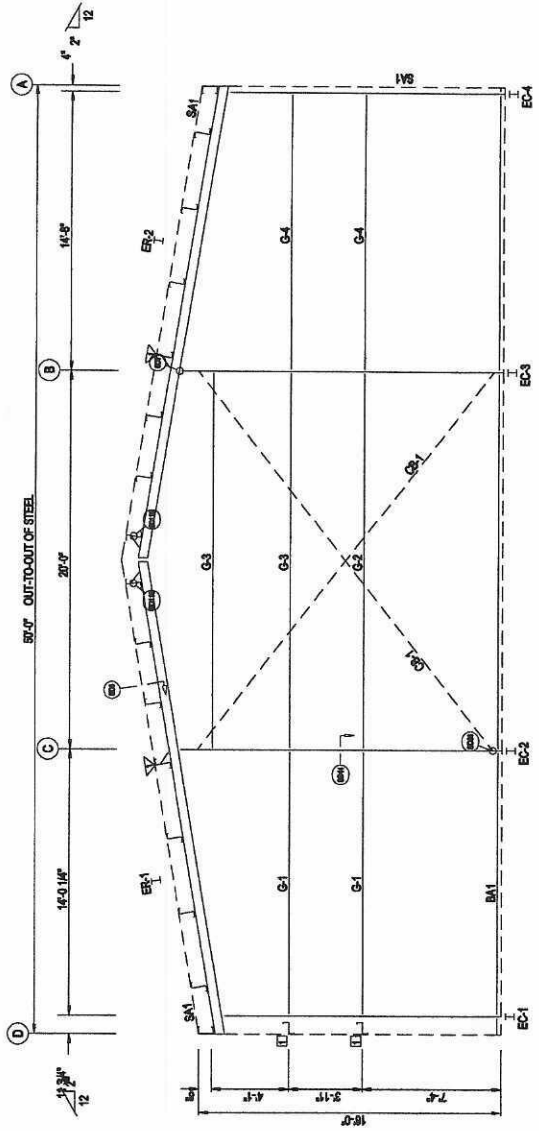
QUAN	MARK	PART	LENGTH
1	EC-1		
1	EC-2		
1	EC-3		
1	EC-4		
1	ER-1		
1	ER-2		
2	G-1		
1	G-2		
2	G-3		
2	G-4		
2	CB-1		

CONNECTION PLATES
FRAME LINE 1

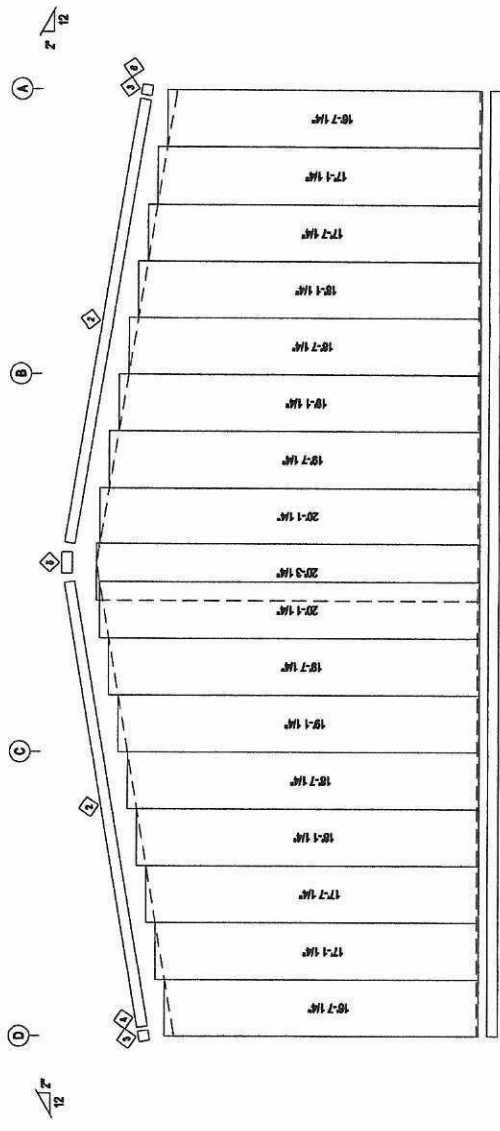
ID	QUAN	MARK
1	2	CL-5

FLANGE BRACE TABLE
FRAME LINE 1

ID	QUAN	MARK
1	1	FB25.5



ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 20 GA. PFR - NEED STD. COLOR

GREAT WESTERN BUILDINGS

1101 3RD AVE
GRAND JUNCTION, CO 81501
PHONE: (800)-497-2135
WWW.GREATWESTERNBUILDINGS.COM

ENDWALL FRAMING & SHEETING
BrockManley20250919B

DATE: _____
ISSUE: _____
APPROVAL: _____
DATE: _____
CHK: _____
ENG: _____

DEALER: _____
PROJECT NAME: _____
PROJECT LOCATION: _____
PROJECT NUMBER: _____
PROJECT STATUS: _____
CLIENT NAME: _____
CLIENT ADDRESS: _____
CLIENT PHONE: _____
CLIENT FAX: _____
CLIENT EMAIL: _____
CLIENT WEBSITE: _____
CLIENT LOGO: _____

THIS SEAL PERTAINS ONLY TO THE MATERIALS DESIGNED AND SUPPLIED BY GREAT WESTERN BUILDINGS. THE DRAWINGS AND THE METAL BUILDINGS WHICH THEY REPRESENT ARE THE PRODUCT OF GREAT WESTERN BUILDINGS. THE REGISTERED PROFESSIONAL ENGINEER WHOSE SEAL AND SIGNATURE APPEARS ON THESE DRAWINGS IS EMPLOYED BY GREAT WESTERN BUILDINGS AND DOES NOT SERVE AS OR REPRESENT THE OVERALL PROJECT ENGINEER OF RECORD AND SHALL NOT BE CONSTRUED AS SUCH.



Contact: **Jay Cole**
 Phone: **(970) 707-8016**
 Email: **jay.c@gwbbuildings.com**
 Prepared: 9/22/2025

SPEC SHEET: BrockManley20250919D *Building B*

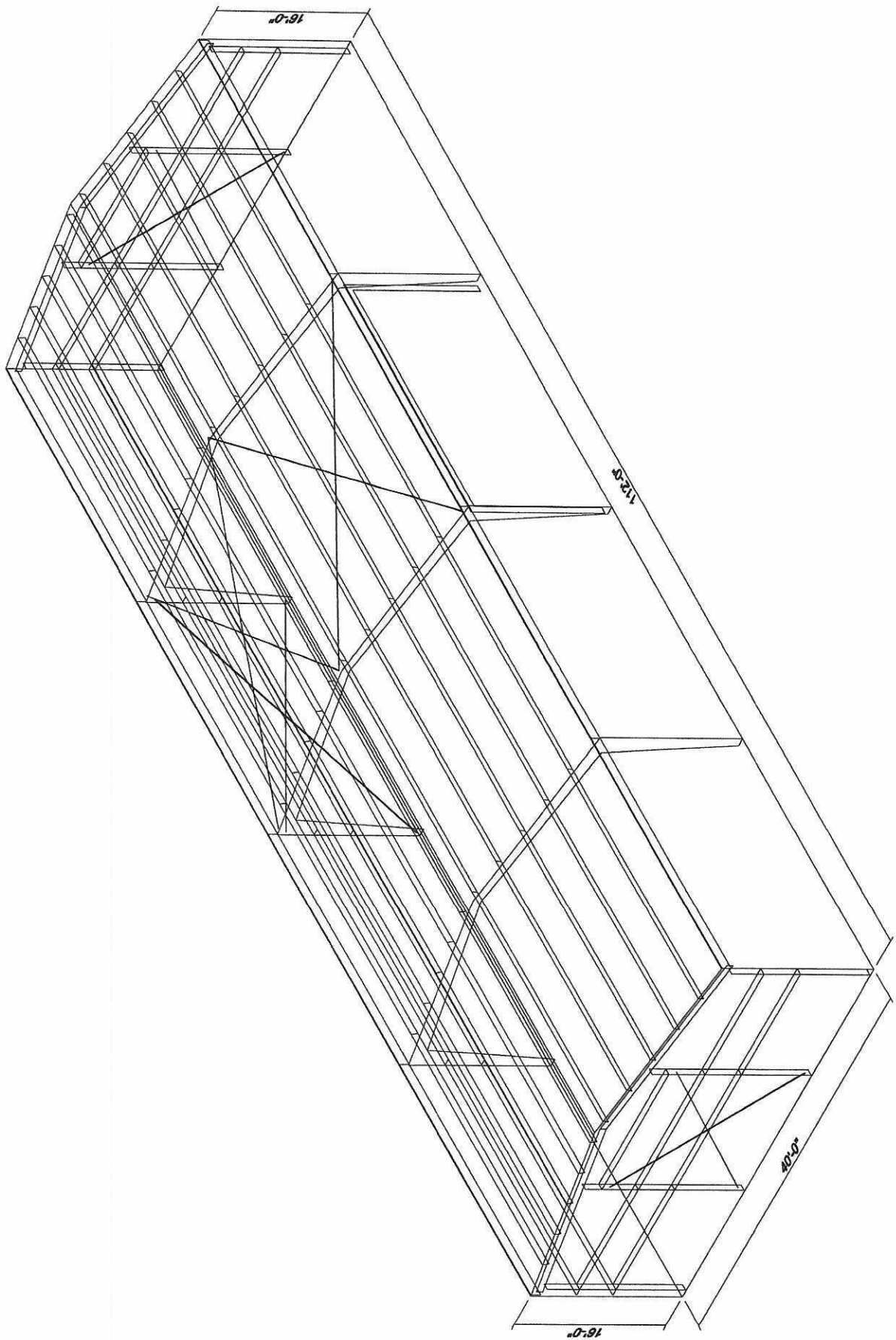
BUYER DETAILS	JOBSITE DETAILS	WARRANTIES
Brock Manley N/A (971) 226-6300 manley.coatings@hotmail.com ADDRESS DETAILS Aurora, NE 68818	Brock Manley N/A (971) 226-6300 manley.coatings@hotmail.com ADDRESS DETAILS 2443 South Lincoln Avenue York, NE 68467 County: Henderson	Wall Panels 40 Years Roof Panels 40 Years Structural Lifetime <small>SEE STANDALONE WARRANTY DOCUMENTS</small>

BUILDING DETAILS	LOADS & CODE
Width: 40' Length: 112' Eave Height: 16' Roof Pitch: 2:12	Ground Snow Load: 25 PSF Roof Snow Load: 25 PSF Wind Exposure: C Wind Load: 115MPH Building Code: IBC-21 Collateral Load: 1 PSF Live Load: 20 PSF Other Load: N/A

FRAME DETAILS	ROOF DETAILS	WALL DETAILS	TRIM DETAILS
LEW: Post & Beam REW: Post & Beam Coating: Dark Grey Sec. Coat: Pre-Galvanized	Type: PBR - Purlin Bearing Rib Gauge: 26 Gauge Color: SMP - Color Choice	Type: PBR - Purlin Bearing Rib Gauge: 26 Gauge Color: SMP - Color Choice	Rake: Standard FL-15 Eave: Standard FL-214 Corners: SMP - Color Choice Jamb: SMP - Color Choice

BRACING	BAY SPACING	DESIGN DETAILS
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NOTES



TRIM TABLE
FRAME LINE 1

ID	QUAN	PART	LENGTH	DETAIL
1	4	FL-90	10'-2"	TD74
2	4	FL-15	10'-9"	TD38
3	2	FL-901C	7'13/16"	TD85
4	1	FL-900L	5'-6"	TD12
5	1	FL-17	1'-4"	
6	1	FL-900R	5'-6"	TD12

BOLT TABLE
FRAME LINE 1

LOCATION	TYPE	DIA	QUAN	LENGTH
ER-1/ER-2	A325	5/8"	8	1 1/2"
COLUMNS/RAFTER	A325	5/8"	2	1 1/2"

MEMBER TABLE
FRAME LINE 1

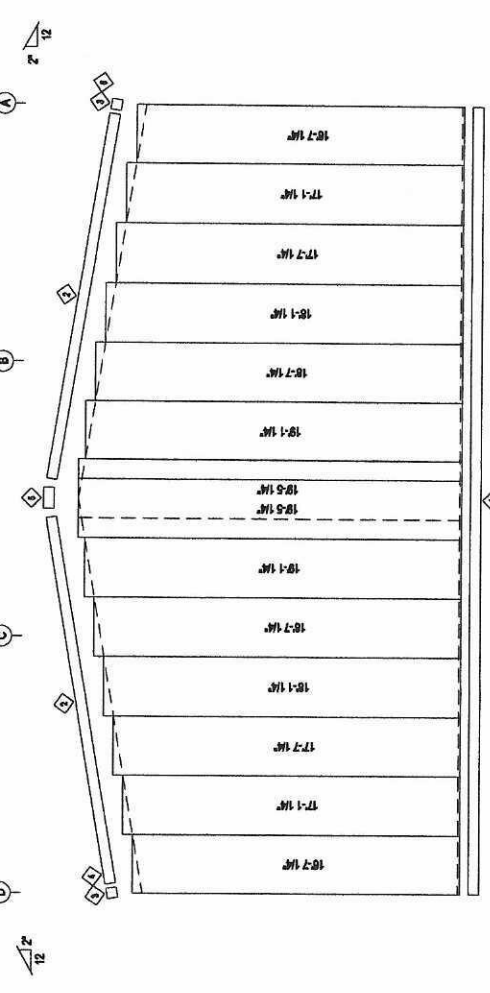
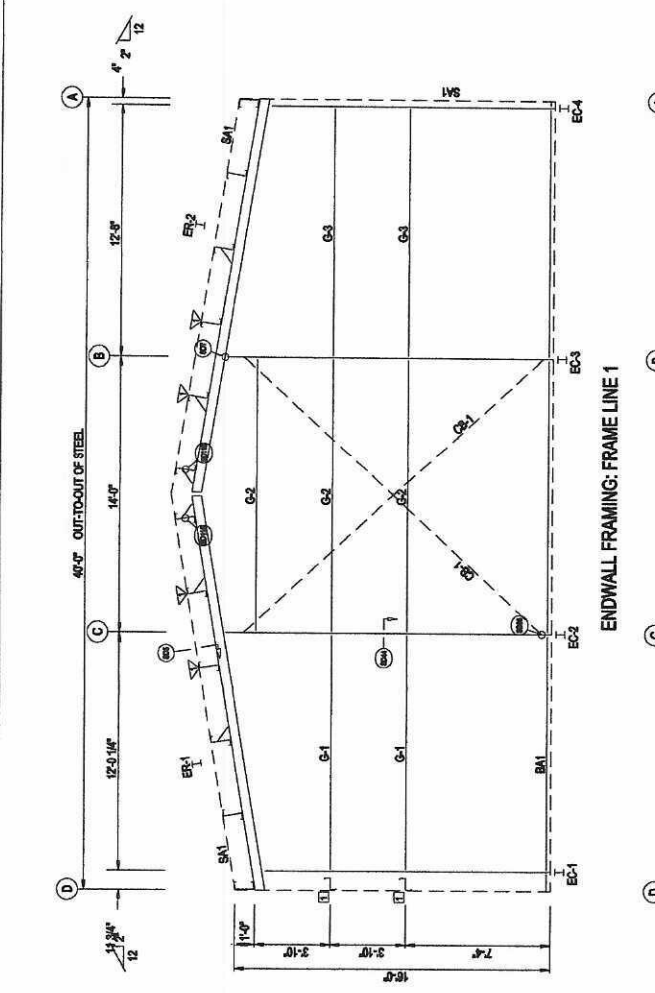
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1	EC-2		
1	EC-3		
1	EC-4		
1	ER-1		
1	ER-2		
2	G-1		
2	G-2		
2	G-3		
2	CB-1		

CONNECTION PLATES
FRAME LINE 1

ID	QUAN	MARK
1	2	CL-5

FLANGE BRACE TABLE
FRAME LINE 1

ID	QUAN	MARK
1	1	FB23.8



ENDWALL SHEETING & TRIM: FRAME LINE 1
PANELS: 28 GA. PPR - NEED STD. COLOR

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1101 3RD AVE
GRAND JUNCTION, CO 81501
PHONE: (800) 487-2135
WWW.GREATWESTERNBUILDINGS.COM

BrockManley20250919D
ENDWALL FRAMING & SHEETING

PROJECT NUMBER: OF
PROJECT NAME: OF
PROJECT LOCATION: OF
PROJECT COUNTY: OF
PROJECT CITY: OF
PROJECT STATE: OF
PROJECT ZIP: OF
PROJECT DATE: OF
PROJECT DRAWN: OF
PROJECT CHECKED: OF
PROJECT APPROVED: OF
PROJECT REVISIONS: OF

DATE: OF
DRAWN: OF
CHECKED: OF
APPROVED: OF

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TRIM TABLE
FRAME LINE 5

ID	QUAN	PART	LENGTH	DETAIL
1	4	FL-20	10'-2"	TD74
2	4	FL-15	10'-2"	TD86
3	2	FL-201C	7'-3 1/8"	TD86
4	1	FL-301C	5'-5 1/2"	TD12
5	1	FL-17	1'-4"	TD12
6	1	FL-300R	5'-5 1/2"	TD12

BOLT TABLE
FRAME LINE 5

LOCATION	QUAN	TYPE	DA	LENGTH
ER-1ER-2 COLUMNS/WAFTER	6	A325	5/8"	1 1/2"
	2	A325	5/8"	1 1/2"

MEMBER TABLE
FRAME LINE 5

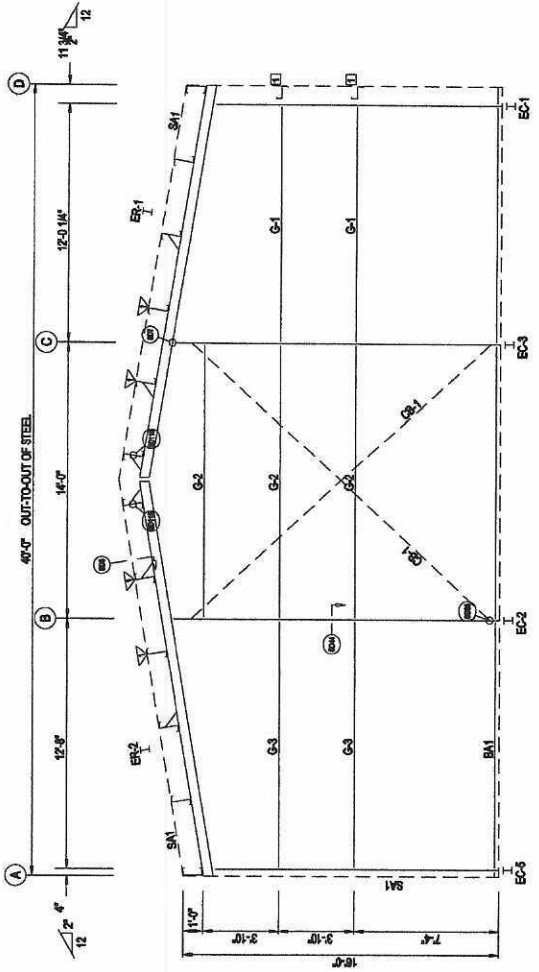
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1	EC-2		
1	EC-3		
1	EC-5		
1	ER-1		
1	ER-2		
2	G-1		
3	G-2		
3	G-3		
2	CB-1		

CONNECTION PLATES
FRAME LINE 5

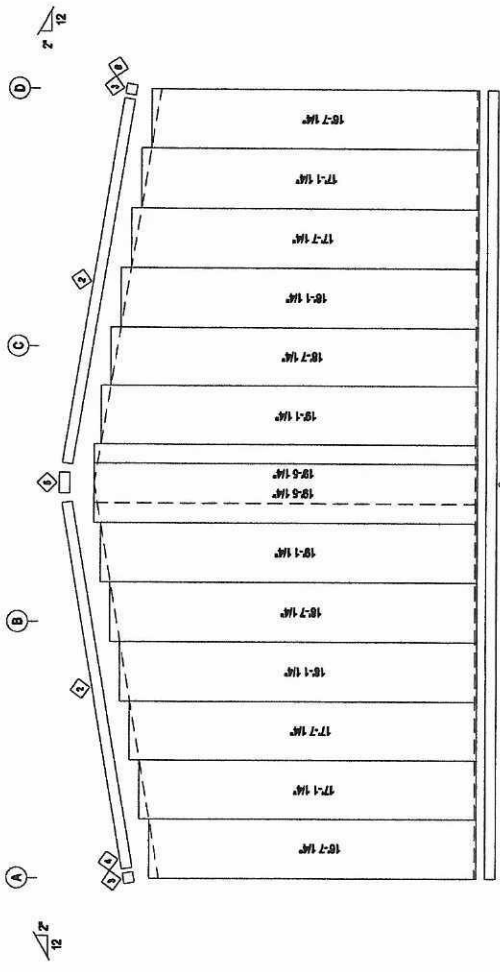
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1	2	CL-5

FLANGE BRACE TABLE
FRAME LINE 5

ID	QUAN	MARK
1	1	FB23.8



ENDWALL FRAMING: FRAME LINE 5



ENDWALL SHEETING & TRIM: FRAME LINE 5

PANELS: 28 GA PER - NEED STD. COLOR

DATE	DWG	CHK	ENG

ISSUE

APPROVAL

DATE

BY

MEZ

MEZ

CHK

ENG

DATE

BY

MEZ

MEZ

CHK

ENG

GREAT WESTERN
BUILDINGS

1101 3RD AVE
GRAND JUNCTION, CO 81501
PHONE: (800)-497-2135
WWW.GREATWESTERNBUILDINGS.COM

ENDWALL FRAMING & SHEETING
BrockManley20250919D

OF

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Contact: **Jay Cole**
 Phone: **(970) 707-8016**
 Email: **jay.c@gwbbuildings.com**
 Prepared: 9/16/2025

SPEC SHEET: BrockManley20250915A *Building B alternate*

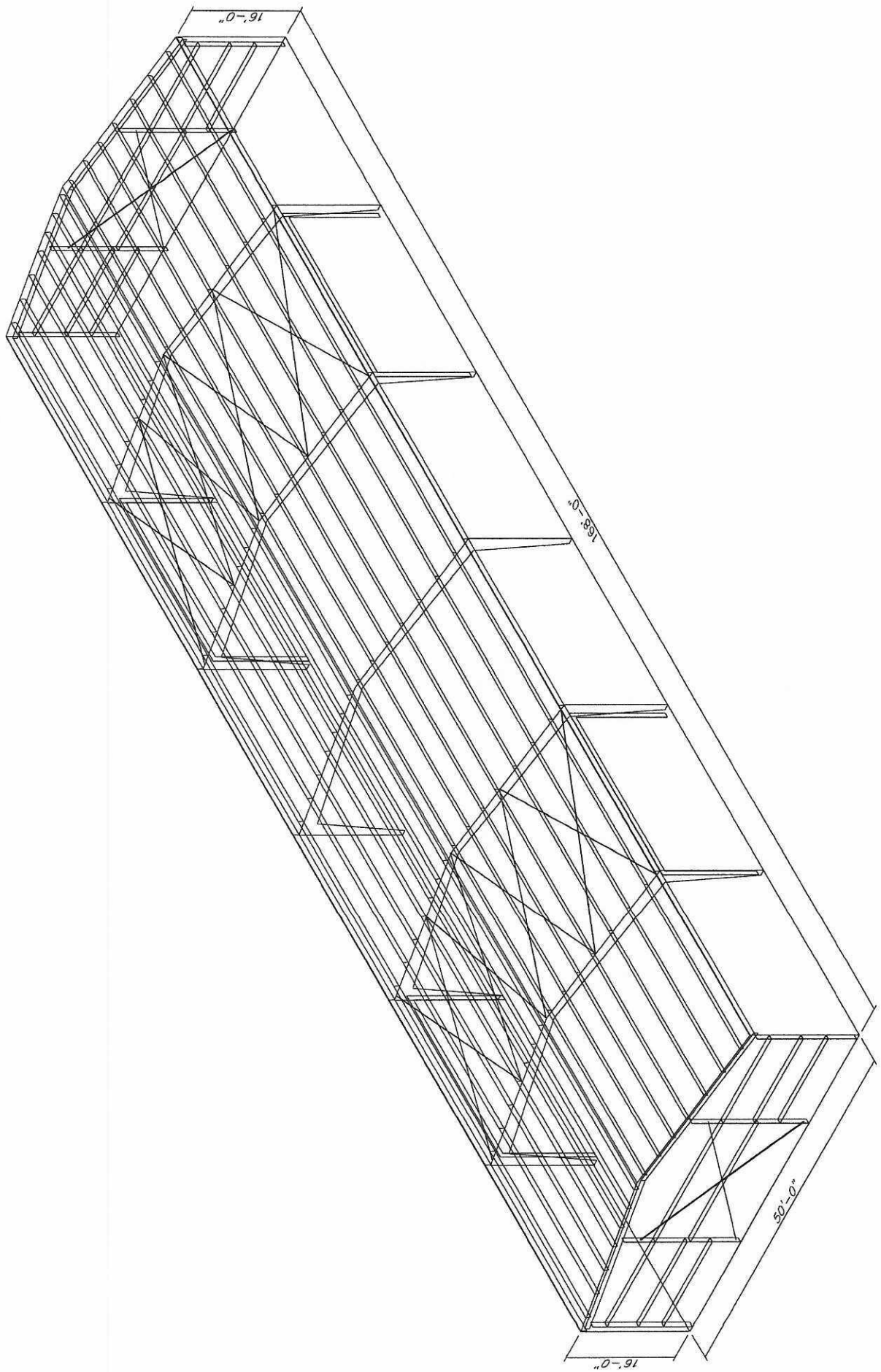
BUYER DETAILS		JOBSITE DETAILS	WARRANTIES
Brock Manley N/A (971) 226-6300 manley.coatings@hotmail.com ADDRESS DETAILS Aurora, NE 68818		Brock Manley N/A (971) 226-6300 manley.coatings@hotmail.com ADDRESS DETAILS Aurora, NE 68818 County: Hamilton	Wall Panels 40 Years Roof Panels 40 Years Structural Lifetime <small>SEE STANDALONE WARRANTY DOCUMENTS</small>

BUILDING DETAILS	LOADS & CODE	
Width: 50' Length: 168' Eave Height: 16' Roof Pitch: 2:12	Ground Snow Load: 25 PSF Roof Snow Load: 25 PSF Wind Exposure: C Wind Load: 115MPH	Building Code: IBC-21 Collateral Load: 1 PSF Live Load: 20 PSF Other Load: N/A

FRAME DETAILS	ROOF DETAILS	WALL DETAILS	TRIM DETAILS
LEW: Post & Beam REW: Post & Beam Coating: Dark Grey Sec. Coat: Pre-Galvanized	Type: PBR - Purlin Bearing Rib Gauge: 26 Gauge Color: SMP - Color Choice	Type: PBR - Purlin Bearing Rib Gauge: 26 Gauge Color: SMP - Color Choice	Rake: Standard FL-15 Eave: Standard FL-214 Corners: SMP - Color Choice Jamb: SMP - Color Choice

BRACING	BAY SPACING	DESIGN DETAILS
LEW: Per Engineer REW: Per Engineer FSW: Per Engineer BSW: Per Engineer	LEW: Most Economical REW: Most Economical FSW/BSW: Most Economical	IBC Occupancy: Normal IBC Thermal Condition: Unheated IBC Snow Exposure: Partially Enclosed IBC Seismic Zone: A

NOTES





Contact: **Jay Cole**
 Phone: **(970) 707-8016**
 Email: **jay.c@gwbbuildings.com**
 Prepared: 9/22/2025

SPEC SHEET: BrockManley20250919A

Building C

BUYER DETAILS	JOBSITE DETAILS	WARRANTIES
ADDRESS DETAILS Aurora, NE 68818	Brock Manley N/A (971) 226-6300 manley.coatings@hotmail.com ADDRESS DETAILS Aurora, NE 68818 County:	Wall Panels 40 Years Roof Panels 40 Years Structural Lifetime <small>SEE STANDALONE WARRANTY DOCUMENTS</small>

BUILDING DETAILS	LOADS & CODE	
Width: 50' Length: 224' Eave Height: 16' Roof Pitch: 2:12	Ground Snow Load: 25 PSF Roof Snow Load: 25 PSF Wind Exposure: C Wind Load: 115MPH	Building Code: IBC-21 Collateral Load: 1 PSF Live Load: 20 PSF Other Load: N/A

FRAME DETAILS	ROOF DETAILS	WALL DETAILS	TRIM DETAILS
LEW: Post & Beam REW: Post & Beam Coating: Dark Grey Sec. Coat: Pre-Galvanized	Type: PBR - Purlin Bearing Rib Gauge: 26 Gauge Color: SMP - Color Choice	Type: PBR - Purlin Bearing Rib Gauge: 26 Gauge Color: SMP - Color Choice	Rake: Standard FL-15 Eave: Standard FL-214 Corners: SMP - Color Choice Jamb: SMP - Color Choice

BRACING	BAY SPACING	DESIGN DETAILS
LEW: Per Engineer REW: Per Engineer FSW: Per Engineer BSW: Per Engineer	LEW: Most Economical REW: Most Economical FSW/BSW: Most Economical	IBC Occupancy: Normal IBC Thermal Condition: Unheated IBC Snow Exposure: Partially Enclosed IBC Seismic Zone: A

NOTES

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 PHONE: (800)-497-2135
 GRAND JUNCTION, CO 81501
 1101 3RD AVE
GREAT WESTERN BUILDINGS

CONTRACT NO. _____
 PROJECT NAME _____
 PROJECT LOCATION _____
 PROJECT NUMBER _____
 CONTRACTOR NAME _____
 CONTRACTOR PHONE NUMBER _____
 CONTRACTOR ADDRESS _____
 CONTRACTOR CITY _____
 CONTRACTOR STATE _____
 CONTRACTOR ZIP _____
 CONTRACTOR LICENSE NUMBER _____
 CONTRACTOR LICENSE STATE _____
 CONTRACTOR LICENSE EXPIRES _____
 CONTRACTOR SIGNATURE _____
 CONTRACTOR TITLE _____
 CONTRACTOR ADDRESS _____
 CONTRACTOR CITY _____
 CONTRACTOR STATE _____
 CONTRACTOR ZIP _____

CONTRACTOR NAME _____
 DEALER _____
 PROJECT _____
 PROJECT LOCATION _____
 PROJECT NUMBER _____
 PROJECT TITLE _____
 CONTRACTOR NAME _____
 CONTRACTOR PHONE NUMBER _____
 CONTRACTOR ADDRESS _____
 CONTRACTOR CITY _____
 CONTRACTOR STATE _____
 CONTRACTOR ZIP _____

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 SUCH.

DATE _____
 APPROVAL _____
 L/R MEZ MEZ DNR
 CHK. _____
 ENGR. _____

TRIM TABLE
 FRAME LINE 1

ID	QUAN	PART	LENGTH	DETAIL
1	5	FL-60	10'-2"	TD74
2	3	FL-15	8'-11"	TD36
3	2	FL-601C	7 13/16"	TD85
4	1	FL-600L	5 5/8"	TD12
5	1	FL-17	1'-4"	TD12
6	1	FL-600R	5 5/8"	TD12

BOLT TABLE
 FRAME LINE 1

LOCATION	TYPE	DIA	LENGTH
ER-1/ER-2	A325	5/8"	1 1/2"
COLUMNS/RAFTER	A325	5/8"	1 1/2"

MEMBER TABLE
 FRAME LINE 1

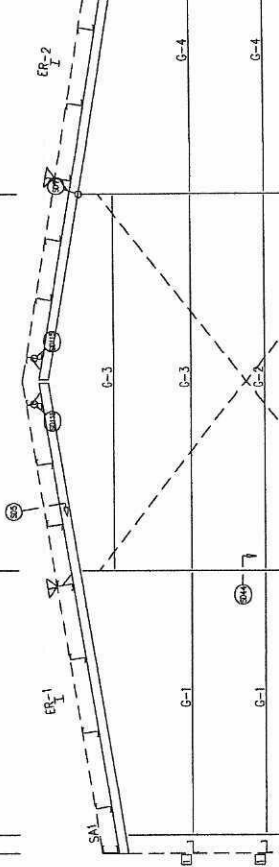
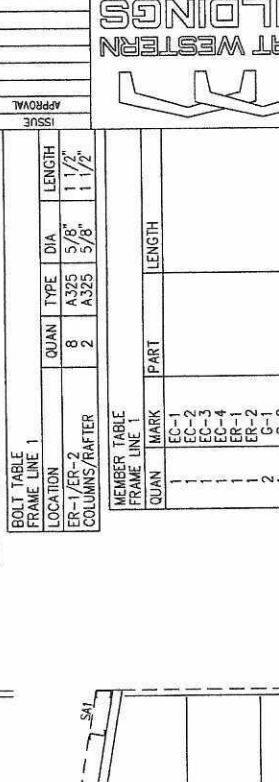
QUAN	MARK	PART	LENGTH
1	EC-1	EC-1	
1	EC-2	EC-2	
1	EC-3	EC-3	
1	EC-4	EC-4	
1	ER-1	ER-1	
1	ER-2	ER-2	
2	G-1	G-1	
2	G-2	G-2	
2	G-3	G-3	
2	G-4	G-4	
2	OB-1	OB-1	

CONNECTION PLATES
 FRAME LINE 1

ID	QUAN	MARK
1	2	CL-5

FLANGE BRACE TABLE
 FRAME LINE 1

ID	QUAN	MARK
1	1	FB29.5



ENDWALL SHEETING & TRIM: FRAME LINE 1
 PANELS: 26 GA. PBR - NEED STD. COLOR

RESOLUTION NO 2025-30

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

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

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

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

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

Section 1. That the Personnel Manual of the City of York, Nebraska, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted, effective January 26, 2026, as the City's personnel manual and shall be applicable to all employees, appointed and elected city officials unless preempted by state or federal law or in conflict with an existing employment contract or collective bargaining agreement.

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

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

Passed and approved this 18th day of December, 2025.

Barry Redfern, Mayor

Attest:

Amanda Ring, City Clerk

EXHIBIT A



City of York
Personnel Manual

Effective January 26, 2026

Table of Contents

Section 1: Introduction	5
1.0 Adoption of Rules	5
1.1 Amendment of Rules	5
1.2 Department Regulations	5
1.3 Availability of Rules	5
1.4 Duty to Update	5
1.5 Nebraska Statutes	5
1.6 Application of Rules and Regulations	5
Section 2: Employment Policies and Rights	6
2.0 Code of Ethics	6
2.1 Equal Opportunity Employer	6
2.2 Harassment, Discrimination, Sexual Harassment, and Offensive Conduct	7
2.3 Reporting Harassment, Discrimination, Sexual Harassment, and/or Offensive Conduct	8
2.4 Workplace Accommodations	8
2.5 Employee Protection Policy	10
2.6 Grievance Procedure	10
2.7 Nursing Mothers Policy	11
Section 3: Employment Relationship	12
3.0 At-Will Employment	12
3.1 Job Descriptions	12
3.2 Employment Applications	12
3.3 Introductory Period	12
3.4 Employment Testing	13
3.5 Personnel File and Information Changes	13
3.6 Performance Appraisals	14
3.7 Progressive Disciplinary Process	14
3.8 Separation of Employment	14
3.9 Personal Relationships at Work	15
3.10 Employment of Relatives	15
3.11 Conflicts of Interest	16
3.12 Non-Solicitation and Distribution	16
3.13 Political Activity	16
3.14 Secondary Occupations	16
Section 4: Employment Classification, Hour, and Wage Policies	17
4.0 Classification of Employment	17

4.1 Attendance and Punctuality	17
4.2 Meal and Rest Breaks	18
4.3 Pay Period and Payroll Deductions	18
4.4 Work Schedules	18
4.5 Recording Work Time	18
4.6 Overtime Pay	19
4.7 Compensatory Time	19
4.8 Complaint Procedure Regarding Deductions/Overtime Eligibility	19
Section 5: Rules of Conduct.....	21
5.0 Technology Device Usage	21
5.1 IT Security Policy	22
5.2 Social Media Policy	23
5.3 Defamation of the City	24
5.4 Property and Equipment	24
5.5 Work-Related Social Events	25
5.6 Remote Work Policy	25
5.7 Smoking and Tobacco Use	25
Section 6: Employee Benefits.....	26
6.0 Benefit Programs are Subject to Change	26
6.1 Group Insurances	26
6.2 Retirement Benefits	26
6.3 Longevity Pay	26
Section 7: Leave Policies.....	27
7.0 Vacation Leave	27
7.1 Sick Leave	27
7.2 Holidays	28
7.3 Family and Medical Leave Act (FMLA)	29
7.4 Leave of Absence	32
7.5 Parental Leave	32
7.6 Military Leave	33
7.7 Bereavement Leave	33
7.8 Court and/or Jury Duty	34
7.9 Voting Leave	34
Section 8: Standards and Expectations.....	35
8.0 Dress Code	35
8.1 Gifts, Gratuities, and Business Courtesies	35

8.2 Reporting Criminal Activity	35
8.3 Business Travel	35
Section 9: Health, Safety, and Security Policies	37
9.0 Workplace Accidents and Injuries	37
9.1 Worker’s Compensation	37
9.2 Return to Work After a Workplace Accident or Injury	37
9.3 Drug and Alcohol-Free Workplace	37
9.4 Workplace Violence Prevention Policy	38
9.5 No Weapons Policy	39
9.6 Inclement Weather	39
Section 10: Handbook Receipt, Acknowledgement, and Consent	40

Section 1: Introduction

1.0 Adoption of Rules

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

1.1 Amendment of Rules

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

1.2 Department Regulations

1.2a A department head may establish such supplemental personnel regulations as are deemed necessary for efficient and orderly administration and for maintaining the proper discipline, conduct and behavior of departmental employees.

1.2b All supplemental regulations shall be subject to the approval of the City Administrator, and a copy shall be made available to each employee of the department. City Administrator approval of department regulations will require that department regulations remain overall consistent with personnel policies adopted by the City Council and collective bargaining agreements where applicable. The City Administrator may request council approval for department regulations that they determine are not sufficiently consistent with these approved personnel policies.

1.3 Availability of Rules

1.3a Copies of these regulations shall be issued to all employees as part of new hire orientation. A current copy will be on file in the Human Resource Director’s office.

1.3b Other employees who wish to examine these personnel regulations shall have a copy made available to them upon request to their immediate supervisor or HR Director.

1.4 Duty to Update

Holders of copies of the rules shall be responsible for keeping their copies up to date by inserting revisions and additions as the Human Resource Director issues them.

1.5 Nebraska Statutes

The provisions of this policy manual shall be followed except where these provisions are in conflict with existing and current Nebraska Statutes. All full-time paid sworn-in Police and Fire Department personnel are under the jurisdiction of the York Civil Service Commission. The Commission is charged with the responsibility of recommending the appointment, promotion, transfer, suspension, or discharge of Police and Fire Department personnel. All appointments to and promotions within these departments shall be made solely on merit, efficiency, and fitness determined by open competitive examinations and impartial investigations. In such instances where a conflict exists, the current statutes shall take precedence over the provisions of this policy manual.

1.6 Application of Rules and Regulations

The provisions of the City of York Personnel Rules and Regulations shall apply to all employees of the City of York. The provisions shall not apply to any elected officials of the City of York. Civil Service Regulations and collective bargaining agreements take precedence if they conflict with provisions in the City of York Personnel Manual.

Section 2: Employment Policies and Rights

2.0 Code of Ethics

The City of York expects all employees to maintain the highest standards of ethical conduct in their work. As representatives of the city, employees must always act in a manner that strengthens public confidence and supports the mission of local government.

The following ethical standards apply to all City employees regardless of position, department, or length of service.

2.0a Public Service

Employees are expected to place the interests of the community above personal interests and to serve the public with fairness, respect, and dedication.

2.0b Integrity and Honesty

Employees must be truthful and transparent in all communications, avoid misrepresentation, and accept responsibility for their actions and decisions.

2.0c Fairness and Impartiality

Employees shall not grant special treatment, privileges, or advantages to any individual or group. All members of the public and co-workers must be treated with dignity and respect.

2.0d Use of City Resources

City equipment, facilities, funds, and time must be used only for official city business. Personal use of city resources is prohibited unless specifically authorized by policy.

2.0e Conflicts of Interest

Employees must avoid activities or relationships that create, or appear to create, a conflict between personal interests and official responsibilities. Potential conflicts must be disclosed to a supervisor immediately.

2.0f Professional Conduct

Employees are expected to maintain a professional work environment. Harassment, discrimination, or disrespectful behavior will not be tolerated.

2.0g Confidentiality

Employees must protect confidential and sensitive information obtained through their work and may not release such information unless authorized by law or city policy.

2.0h Compliance with Laws and Policies

Employees must follow all applicable federal, state, and local laws, as well as City of York ordinances, rules and procedures.

2.0i Commitment to Quality Service

Employees are encouraged to pursue excellence in job performance, continuous improvement, and positive representation of the City of York in all interactions.

All employees are responsible for understanding and following this Code of Ethics. Questions about ethical standards should be directed to a supervisor or the Human Resources Department.

2.1 Equal Opportunity Employer

The City of York is an equal opportunity employer and aims to provide equal opportunities to all employees and applicants for employment without regard to race, color, national origin, religion, sex (including pregnancy), disability, marital status, or any other basis protected or recognized by applicable federal, state, or local law. This applies to hiring and promotion (e.g., classification, recruitment, selection); compensation (pay and benefits); discipline (including termination); and other terms, conditions, and privileges of employment (e.g., training and development, relationships and associations, accommodation of disabilities and religious beliefs, freedom from workplace harassment). It is the City's policy to select the most qualified person for each position with the City, whether that is a new hire, a transfer to another position, or a promotion. Nothing in this policy shall require the City to act in a manner contrary to federal, state, or local law.

2.2 Harassment, Discrimination, Sexual Harassment, and Offensive Conduct

The City of York is committed to providing a work environment free of harassment and discrimination. All forms of harassment or discrimination directed to or suffered by any employee based on race, color, national origin, religion, sex (including pregnancy), disability, marital status, or any other basis protected or recognized by applicable federal, state, or local law is prohibited. In addition, the City will protect employees, to the extent possible, from reported harassment by non-employees in the workplace.

Each employee has the right to work in a professional environment that promotes equal employment opportunities and is free from discriminatory practices, including, without limitation, harassment. Statements or actions employees make regarding fellow employees, whether done jokingly or otherwise, may create feelings of ill will and interfere with productivity. The desired standard of employee behavior is one of cooperation and respect for each other, despite any differences.

In general, statements, slurs, jokes, and other verbal or physical conduct relating to any of the protected classes, characteristics, or bases listed above, constitute unlawful harassment. Such conduct is strictly prohibited. Prohibited conduct may include, but is not limited to the following:

- Epithets, racial “jokes”, slurs or negative stereotypes, intimidating or hostile acts based upon protective classification, and/or written or graphic material that belittles or shows hostility or aversion to persons of a protected class that is posted or circulated on City property.
- Verbal harassment and unwelcome discussions relating to or motivated by a person’s protected characteristic or class.
- Unwelcome requests or demands for sexual favors. This includes subtle or blatant expectations to engage in sexual relations and pressure for dates, especially when submission to such conduct is a condition of employment, or when submission or rejection of such conduct is used as a basis for employment decisions affecting the individual.
- Unwelcome or unwanted sexual advances, such as patting, pinching, brushing up against, hugging, cornering, kissing, fondling, sexual flirtations, or any other similar contact.
- Using coercive sexual behavior to control or affect the career, salary, or performance review of another employee.
- Verbal harassment or unwelcome kidding of a sexual nature, such as telling “dirty” jokes and comments about body parts, appearance, or clothing, where such comments go beyond mere courtesy or are unwelcome.
- Making threats of retaliation a term or condition of employment (explicitly or implicitly).

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact and other verbal, physical, or visual forms of conduct of a sexual nature when submission to that conduct is either explicitly or implicitly made a term or condition of employment or is used as a basis for employment decisions or when the conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile, or offensive work environment. Sexual harassment does not have to involve conduct of a sexual nature in order to constitute improper behavior. For example, abusive, offensive, or demeaning behavior that is directed to members of one gender only (whether male or female) may be deemed a form of sexual harassment, even though the conduct was not motivated by sexual desire or gratification. In addition, harassment of a male by another male, or a female by another female also constitutes a form of sex discrimination. Likewise, disparate treatment motivated by any other protected characteristic is discrimination and will not be tolerated.

If there are questions about whether conduct is permissible under this policy, employees should refrain from conduct. Any person found to be engaging in any type of discrimination or harassment may be subject to disciplinary action, up to and including termination of employment.

Any employee with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring issues to the City's attention by immediately reporting concerns or conduct to their immediate supervisor, Department Head, or Human Resources Director.

2.3 Reporting Harassment, Discrimination, Sexual Harassment, and/or Offensive Conduct

All employees of the City have a responsibility to promote equal employment opportunities, and the City expects everyone to share this commitment. If an employee believes they have been subjected to any form of discrimination, harassment, sexual harassment, and/or offensive conduct, the employee must take the following action immediately:

Step 1: Ask the offending party to stop, unless confronting the offending party would be uncomfortable or place the employee in danger, and;

Step 2: Report the complaint to the employee's immediate supervisor. If the employee's immediate supervisor is unavailable or if the immediate supervisor is the person responsible for the discrimination, harassment, sexual harassment, or offensive conduct, or if the employee believes it would be inappropriate to contact the immediate supervisor or would feel uncomfortable doing so, the employee must immediately report the complaint to the HR Director or City Administrator.

Note that the complaint must be reported in accordance with Step 2, even if the offending party is asked to stop. The City will not know of the discrimination, harassment, sexual harassment, or offensive conduct unless it is reported, and the City cannot correct it if the City does not know about it.

If an employee has reason to believe someone else has been subjected to discrimination, harassment, sexual harassment, or offensive conduct, the employee must report the conduct in accordance with Step 2 above.

The City takes all discrimination and harassment complaints seriously and will immediately investigate any concerns and/or complaints. The City will take appropriate disciplinary action under the circumstances after completion of an investigation, including but not limited to separation from employment. The City will maintain confidentiality of all complaints to the extent possible when conducting an investigation.

Employees can raise concerns and make reports without fear of retaliation. The City prohibits retaliation against any individual who reports discrimination, harassment, sexual harassment, or participates in an investigation of such reports. If an employee feels they have been retaliated against, report such conduct to the HR Director, immediately.

2.4 Workplace Accommodations

2.4a General Provisions

The City complies with all applicable federal, state, and local fair employment practices law and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the City will provide reasonable accommodations to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the City.

If an employee requires an accommodation because of a disability, it is the employee's responsibility to notify the Human Resources Director. Employees may be asked to provide a medical certification from the employee's doctor including relevant information such as: (1) confirmation the employee has a medical condition requiring an accommodation; (2) a description of the proposed accommodation; (3) the reason the employee needs an accommodation; (4) how the accommodation will help the employee perform the essential functions of their job; and (5) how long the employee may need the accommodation.

After receiving the request and/or medical certification, the City will engage in an interactive process with the employee to determine the precise limitations of the employee's disability and explore potential reasonable accommodations that could allow the employee to perform the essential functions of their job. All medical information received by the City in connection with a request for accommodation will be treated as confidential and only shared with those within the City who have a business necessity to know and only to the extent necessary.

The City encourages employees to suggest specific reasonable accommodations that the employee believes would allow them to perform their job. However, the City is not required to make the specific accommodation requested by the employee and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the City.

An approved accommodation may be reevaluated at any time, at the discretion of the City. If an approved accommodation becomes substantial or disruptive to the operations of the City, a new interactive process will be initiated.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other City provided leave where permitted by applicable state and federal law.

The City does not discriminate or tolerate retaliation based upon an employee's pregnancy, childbirth and/or related medical condition, a request for an accommodation and/or for participating in rights afforded by applicable state or federal pregnancy discrimination or accommodation law.

2.4b Pregnant Workers Fairness Act

In addition, the City provides reasonable accommodations to qualified employees and applicants who have known limitations, a physical or mental condition related to, affect by, or arising out of pregnancy, childbirth and/or related medical conditions unless doing so poses an undue hardship. A qualified employee is one that can perform their essential job functions, the inability to perform essential functions is for a temporary period, the employee can perform the essential function(s) in the near future, and the inability to perform essential functions can be easily accommodated. Examples of accommodations related to pregnancy, childbirth, and related conditions include but are not limited to: the ability to sit or drink water; receive closer parking; have flexible hours; receive appropriately sized work attire and/or safety apparel; receive additional break time to use the bathroom, eat, and rest; take leave or time off to recover from childbirth; and be excused from strenuous activities and/or activities that involve exposure to compounds not safe for pregnancy. Consistent with this commitment, the City will provide reasonable accommodations to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the City.

2.4c Religious Accommodations

The City respects the sincerely held religious beliefs, practices, and/or observances of all employees and will make, on request and in accordance with applicable laws, an accommodation for such beliefs, practices, and/or observances when a reasonable accommodation is available that does not create an undue hardship on the operation of the City.

Requesting a Religious Accommodation

An employee whose religious beliefs, practices, and/or observances conflict with their job, work schedule, or with the City's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to the Director of Human Resources. The written request must include the type of religious conflict that exists and the employee's suggested accommodation.

Providing a Religious Accommodation

The Director of Human Resources will evaluate the request considering whether a conflict exists due to a sincerely held religious belief, practice, and/or observance and whether an accommodation is available that is reasonable and that would not create an undue hardship on the operation of the City. An accommodation may include, but is not limited to, a change in job, using paid leave or leave without pay, or allowing a modification to the dress and appearance code that does not affect safety requirements.

The Director of Human Resources and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the Director of Human Resources will implement the decision. An employee who is dissatisfied with the final determination may appeal the decision, in writing, to the City Administrator.

Confidentiality

All requests for religious accommodations will be handled with sensitivity and confidentiality, shared only with those involved in the review and implementation process.

Non-Retaliation

Retaliation against employees who request or receive a religious accommodation is strictly prohibited and may result in disciplinary action.

2.5 Employee Protection Policy

If any employee reasonably believes some policy, practice, or activity of the City, or of a city employee, is in violation of law, or city policy, a written complaint must be filed by that employee with the Human Resources Director.

Anyone filing a complaint or concern must do so in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

All employees are protected from victimization, harassment, or disciplinary action because of any disclosure, where the disclosure is made in good faith and is not made maliciously or for personal gain. All complaints will be kept as anonymous as possible, though in some situations it may not be possible.

If at any point in time an employee is not satisfied with the resolution of or response to their complaint, or if the complaint is not resolved in a timely manner, the employee should bring the matter to the attention of the City Administrator. If the City Administrator is unavailable or the complaint is about the City Administrator, the employee may go to the Mayor.

It should be emphasized that this policy is intended to assist individuals who believe they have discovered malpractice or impropriety. It is not designed to question financial or business decisions taken by the City.

2.6 Grievance Procedure

2.6a Initiation of Grievance

An employee shall present a grievance in the form of a signed letter to the department head as soon as possible but no later than 10 business days after the action which gives rise to the grievance. The letter must state the pertinent facts relating to the cause of the complaint being filed. The department head shall then meet with the employee to discuss the grievance and shall respond with a decision, in writing, as soon as possible but within 10 business days. If possible, the grievance should be settled at this level.

2.6b First Appeal

When a grievance is presented, the burden of proof rests on the appealing employee to show that the action complained of constitutes unfair treatment. If a grievance is not settled to the satisfaction of the employee by the department head, the employee may present the grievance to the City Administrator in the form of a signed letter,

as soon as possible but no later than 10 business days of the receipt of the decision of the employee's department head. The grievance shall then be discussed by the employee, the department head, and the City Administrator in an attempt to resolve the matter. The City Administrator shall notify the employee, in writing, of the decision as soon as possible but within 10 business days of the receipt of the grievance.

2.6c Appeal to the City Personnel Board

An employee shall have the right to request an appeal of the City Administrator's decision to the City Personnel board no later than 10 days after receiving the City Administrator's decision. The request for an appeal must be filed with the HR director in writing. The Personnel Board will conduct a hearing on the employee's grievance and render a decision in writing, which decision shall be binding upon the appointment authority. The employee may be represented by anyone of the employee's choice. The Personnel Board has the power to administer oaths, subpoena witnesses and compel the production of pertinent records and books.

2.6d Failure to Act in Time Specified

Failure to present a grievance within the time period specified shall void the grievance and shall bar any further consideration of the grievance. Failure to appeal a grievance to the next step within the time specified shall act to settle the grievance and all further appeals shall be barred. Failure to answer within the time allowed shall allow the person filing the grievance to appeal to the next step.

2.6e Other Grievance Meetings

None of the above precludes the possibility of meeting at any step of the grievance procedure among the parties involved to discuss and attempt to settle the issues involved.

2.6f Copies of Grievances

Copies of the grievance and the answers thereto at all steps in the procedure outlined above shall be submitted to the City Administrator as they occur.

2.6g Right to be Represented

If an employee is called upon to give oral testimony on his or her grievance, said employee shall have the right to be represented by any person of their choice if the employee so desires.

2.6h Fire and Police Departments Grievances

The grievance procedure of the Fire and Police Department shall be established by the Civil Service Commission. Any grievances not under the jurisdiction of the Civil Service Commission may be appealed to the City Personnel Board.

2.7 Nursing Mothers Policy

The City provides reasonable paid break time for an employee to express breast milk for a nursing child for up to one (1) year after a child's birth each time such employee has need to express milk. A location at the office, other than a restroom, that provides functionality, privacy, and freedom from intrusion from others will be provided upon request. An employee will be completely relieved from duty during the break time. The break will be unpaid unless taken during regular paid break times or if the employee performs work while pumping. To request such a break and/or space, please contact the Human Resources Director. No employee will be subject to retaliation for requesting or utilizing break time for pumping breast milk.

Section 3: Employment Relationship

3.0 At-Will Employment

Unless otherwise altered by written agreement signed by the employee and the City Administrator or governed by a collective bargaining agreement, employment with the City is at will. This means that either the City or the employee may end the employment relationship at any time and for any lawful reason, or no reason at all, with or without prior notice.

Disciplinary action noted through the Handbook is not all inclusive and does not restrict the City's right to terminate employment at will. Cause is not needed to terminate any employee.

Employees covered by a collective bargaining agreement are not considered at-will employees. Their employment terms, including discipline and termination procedures, are governed by the applicable union contract.

Supervisory personnel do not have the authority to make any written or oral representations to employees or applicants concerning the terms or conditions of employment with the City that is inconsistent with policy and this Handbook.

3.1 Job Descriptions

The City attempts to maintain a job description for each position. If an employee does not have a current copy of their job description, the employee should request one from their immediate supervisor. Job descriptions are written by supervisors with oversight from the Department Head and/or Human Resources Director and approved by the City Administrator.

Job descriptions prepared by the City serve only as an outline of job expectations. Due to organizational needs, employees may be required to perform job duties that are not within their written job description. Furthermore, the City may have to revise, add to, or delete from the employee's job duties per organizational needs. On occasion, the City may need to revise job descriptions with or without advance notice to employees.

If employees have questions regarding their job description or the scope of their duties, employees should speak with their immediate supervisor.

3.2 Employment Applications

To be considered for employment, applicants must meet certain minimum qualifications. Specifically, each applicant must be able to produce documentation that establishes both identity and employment eligibility, as required by the United States Citizenship and Immigration Services Form I-9. Additionally, applicants must be qualified to perform the essential functions of the position for which they are applying.

The Human Resource Director or a designated representative will determine the application period for each job opening. Recruitment notices will be posted on the city website and in other locations likely to attract the attention of qualified candidates. Each notice will include the job title and requirements, the posting date (with a posting remaining open for a minimum of seven days or until the position is filled), and instructions on where and how to apply.

All applications must be submitted using a form approved by the Human Resource Director. These forms will require information regarding the applicant's experience, education, and other relevant details necessary for a fair and thorough evaluation of their qualifications and abilities.

3.3 Introductory Period

All full-time employees shall serve an introductory period during the first six months of employment or re-employment, unless otherwise governed by a collective bargaining agreement. The purpose of this introductory period is to allow the employee the opportunity to demonstrate that the employee can perform the job for which they were hired; understands City policies and procedures; is suitable for employment at the City; and is able to

establish a sound record of attendance and punctuality. During this time, supervisors are expected to support and guide the new employee in successfully adjusting to the job.

Full-time employees will receive a performance evaluation after 90 days of employment. This evaluation will include specific action items to be addressed over the following 90 days. A final evaluation will be conducted at the six-month mark to formally conclude the introductory period.

If, at any point during the introductory period, it is determined that the employee's performance is not of acceptable quality, the City Administrator shall provide written notice of termination, including the effective date. A performance report and a copy of the termination notice will be placed in the employee's personnel file. If the department head determines that the employee's performance has been acceptable, the appointment will be confirmed, and the employee will be notified accordingly.

3.3a Promotions During Introductory Period

The serving of an introductory period shall not prevent an employee from being appointed to a position of a higher classification. If an employee is promoted during the introductory period, the introductory period for the class of position to which the employee is promoted shall begin on the date of appointment to that classification. When an employee is promoted from a position in one classification or type of work to a position in another classification or type of work, the department head shall require the employee to serve an introductory period in the new position. This introductory period shall be the same length as the introductory period required for original appointments.

3.3b C. Reassignment During Introductory Period

An employee who is reassigned to a position of another class at their own request during the introductory period shall be required to serve a complete introductory period in the new position. Additionally, any reassignment of an employee during their introductory period must be approved by the City Administrator prior to the reassignment.

3.4 Employment Testing

3.4a Physical Testing

Once a conditional job offer has been made, a physical examination by a physician may be required for any person entering employment with the City. If the results of the examination are unsatisfactory in any respect, the City Administrator may cancel or amend the terms of the offer as deemed necessary. When required by the City Administrator, the expense of the examination shall be borne by the City of York.

3.4b Background Checks

Once a conditional job offer has been made, a background check may be required of any person entering employment with the City of York. Should the result of the background check be unsatisfactory in any respect the City Administrator may cancel or amend the terms of the offer as the City Administrator considers necessary. The cost of the background check, when required by the City Administrator, shall be borne by the City of York.

3.4c Drug Testing

Once a conditional job offer has been made, a drug test may be required for any person entering employment with the City. If the results of the drug test are unsatisfactory in any respect, the City Administrator may cancel or amend the terms of the offer as deemed necessary. When required by the City Administrator, the expense of the drug test shall be borne by the City of York. Additionally, random drug tests may be performed as part of the requirements for obtaining and maintaining an active Commercial Driver's License (CDL). This policy will follow the federal guidelines established for CDL licensing.

3.5 Personnel File and Information Changes

The City of York maintains records on each employee. Records may include the employee's name, address, telephone number, job title, assigned department, current salary and employment status change records. Records may also include information concerning educational achievements, such as high school, college, training schools, and professional or technical courses, and reports of attendance and certifications, discipline and performance improvement reports and performance evaluations. Any changes to your personal information listed above should be communicated as soon as possible to the HR Director so there is not a lapse in information sharing or coverage.

3.6 Performance Appraisals

3.6a Purpose

Each full-time and permanent part-time City employee shall participate in a formal performance appraisal. The purpose of this appraisal is to provide timely and planned feedback to the employees, evaluate their performance in relation to the requirements of the position, and provide a channel of communication between the supervisor and the employee. When conscientiously applied, the program enables the employee to become increasingly aware of the importance of their job, their manner of performance, and the level of performance expected by the supervisor. The performance appraisal also informs the employee of opportunities for improvement and areas of praiseworthy performance. Additionally, performance appraisals may be used in consideration for future promotions and professional development opportunities.

3.6b Process

A performance appraisal shall be prepared annually for all full-time and part-time permanent employees in the City personnel system. The appraisal shall be completed even if an employee is at the maximum monthly salary for their grade and classification. Only in exceptional circumstances shall someone other than the immediate supervisor prepare the performance report; in such cases, the next higher supervisor will be responsible for completing it. Both the employee and the supervisor shall complete portions of the performance appraisal. Once finalized, the supervisor will schedule a meeting to discuss and review the report with the employee. During this meeting, both parties will have the opportunity to provide additional comments and will sign the report to acknowledge receipt of the evaluation. The signed report shall then be forwarded to Human Resources and filed in the employee's personnel file.

3.7 Progressive Disciplinary Process

The City has established regulations to encourage efficient work operations and to encourage employees in correcting work-related issues. Employees are also expected to comply with all federal, state, and city regulations. In cases where an employee fails to abide by regulations, the immediate supervisor, HR Director, or City Administrator will select the appropriate disciplinary action based upon the circumstances. Appropriate disciplinary action may include but is not limited to coaching, verbal warnings, written warnings, performance improvement plan, probation, suspension, demotion, and termination, in no particular order.

The City reserves the right to exercise judgment in determining which level of discipline to impose, including termination, depending on the situation. Thus, any of the steps may be bypassed, skipped, or combined as deemed appropriate by the City under the circumstances.

Note that the same workplace violation or performance issue need not occur in order to progress through additional disciplinary steps. The City reserves the right to immediately terminate employment when conduct and circumstances support such action.

Disciplinary action for Fire and Police departments shall be guided by the Civil Service Rules & Guidelines.

If an employee would like to appeal disciplinary action taken, the appeal procedure can be found in Appendix B.

3.8 Separation of Employment

Employment with the City is at will and may be terminated at any time by the employee or by the City with or without notice or cause. Employees may provide a minimum of two weeks' notice of an intent to voluntarily resign to remain in good standing with the City and be eligible for rehire. The City reserves the right to accept any voluntary resignation immediately or at a date selected by the City at its sole discretion. The City is not obligated to pay out any employee for a voluntary resignation notice period should the City accept the resignation immediately or shorter than the notice period.

Generally, the last day an employee works will be considered the employee's last day of employment and is used to determine all benefits. Prior to the employee's last day, the employee must return all equipment or property. Otherwise, a deduction for the value of any non-returned property/equipment and any other amounts the

employee may owe the City may be made from the employee's final paycheck, as authorized by the employee in the Acknowledgement form of this Handbook. Final pay of wages or other compensation due to an employee will be made in accordance with applicable federal, state, or local laws.

3.8a Job Abandonment

Employees who have been a no call/no show for three (3) consecutive days without notifying the City may be considered, at the discretion of the City, to have voluntarily resigned from employment. Walking off the job mid-shift may also be considered a voluntary termination, and an employee may not be eligible for rehire.

3.8b Rehire Eligibility

An employee who is terminated from service with the City, either because the employee resigns or their position comes to an end, may be re-employed by the City, if the employee complies with all requirements and qualifications for a new employee. The employee shall once again serve an introductory period regardless of whether the employee had completed an introductory period prior to termination of employment. Rehired employees shall be considered new employees for benefit purposes. Employees who were terminated due to misconduct of any kind may not be eligible for rehire.

3.9 Personal Relationships at Work

The City strives to provide a work environment that is respectful and productive. This policy establishes rules for the conduct of personal relationships between employees, including supervisory personnel, to prevent conflicts of interest, perceived favoritism, and maintain a productive, friendly work environment.

A "personal relationship" is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may occupy a position in the same department as the other employee but may not work directly for or supervise the employee with whom they are involved.

The City reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the HR Director. After discussion with the department head and City Administrator, a decision will be made at their discretion as to work assignments.

3.10 Employment of Relatives

The City is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the City will hire relatives of persons currently employed only if: a) candidates for employment will not be working directly for or supervising a relative, and b) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages, and leave requests.

3.11 Conflicts of Interest

No employee shall engage in any activity or enterprise which conflicts with their duties as a City employee or with the duties, functions, and responsibilities of the department in which they are employed. The following activities shall be a conflict of interest with City employment:

1. Any employment, activity, or enterprise, which involves the use for private gain of the City's time, facilities, equipment, or supplies, or the badge, prestige, or influence of a City office or employment.
2. Involves the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for performance of an act which the officer or employee would be required or expected to render in the regular course of City employment or as part of his or her duties as a City employee.
3. Involves the performance of an act other than their capacity as a City officer or employee, which may later be subject, directly or indirectly, to the control; inspection; review; audit; or enforcement by such officer or employee or the department by which they are employed.
4. Involves so much of the employee's time that it impairs the employee's attendance or efficiency in the performance of their duties as a City officer or employee.

Should a conflict of interest arise or exist, the employee must disclose it to an immediate supervisor as soon as possible. Should a conflict of interest exist and the employee does not disclose within a reasonable timeframe, the employee may receive disciplinary action up to and including separation of employment.

3.12 Non-Solicitation and Distribution

The City prohibits solicitation and distribution on its premises and through City mail by non-employees. Prohibited acts include but are not limited to soliciting funds or signatures, conducting membership drives, posting information, distributing literature or gifts, offering to sell or to purchase merchandise or services (except by representatives of suppliers properly identified), or engaging in any other solicitation, distribution, or similar activity on City premises.

Additionally, employees are prohibited from: soliciting and distributing literature or other materials to other employees during their working time or the working time of the person being solicited; and distributing literature or other materials in working areas during their non-working time. Non-working time is defined as time not on the clock, including breaks and lunches. Distributing literature or other materials in break areas during their non-working time is permitted—for example, placing a Girl Scout cookie order sheet in the break room.

3.13 Political Activity

An employee may not be dismissed or disciplined for refusing to make a contribution to a political organization or candidate. All City employees must refrain from any campaign activity while on duty as a City employee.

Additionally, employees are prohibited from participating in campaign activities while wearing a City uniform or while operating or riding in a City vehicle. Any City employee who is elected to a City office shall have their employment terminated upon assuming the elected position. The employee will be deemed to have resigned from their employment at the time they take office.

3.14 Secondary Occupations

A full-time employee of the City may hold another position of paid employment or accept pay for services only with the prior written approval of their department head. The employee must inform the department head of the nature of the outside employment, the hours involved, and any other pertinent information. Approval shall be granted unless the outside position creates a possible conflict with the interests of the City. The department head shall not grant permission if the outside employment would fatigue the employees to the extent that they are less than fully productive in their City position, or if there is a conflict with normal working hours. The department head may cancel such approval at any time. In any situation where extra duty is necessary in an employee's regular City work, that duty shall take precedence over the employee's outside employment.

Section 4: Employment Classification, Hour, and Wage Policies

4.0 Classification of Employment

4.0a Employment Classification Definitions

Employment classifications are established as part of the Fair Labor Standards Act (FLSA) as administered by the Wage and Hour Division of the Department of Labor (DOL). Depending on an employee's position, each position is designated as either "non-exempt" or "exempt" from the overtime provisions of the federal and state wage and hour laws under the FLSA.

Understanding the definitions of the employment classifications are important. These classifications do not guarantee employment for any specified period.

Non-Exempt (Hourly) Employees are typically paid by the hour and are entitled to overtime pay under the specific provisions of federal and state laws.

Exempt (Salary) Employees are typically paid by salary and are excluded from overtime provisions of federal and state wage and hour laws.

4.0b Employment Categories

Full-Time Employees are those appointed or hired to work a regular schedule of a minimum of 40 hours per week (2,080 hour in a fiscal year).

Permanent Part-Time Employees are those appointed or hired to work an average of less than 30 hours per week; not to exceed 1,559 hours in a fiscal year. Permanent part-time employees are a regular part of a unit's team and do not have a set end date and are eligible for some of the same programs as full-time employees but do not receive comprehensive benefits.

Temporary Part-Time Employees are those hired to work fewer hours and for a limited duration—typically for a defined term or project. These roles may be seasonal, contract-based, or casual in nature. The employment relationship ends when the term or season concludes.

Interns are those hired to work generally in a limited capacity for a length of time typically not to exceed 6 months. Intern employment may be tied to an area of study with an accredited educational institution.

4.1 Attendance and Punctuality

4.1a Definition of an Absence

The City defines an absence as failure to report for and remain at work as scheduled. The only exceptions to this definition of an absence are those approved in this Handbook.

4.1b Notifying a Department Head

Regular attendance by all employees is an essential function of every position. An employee unable to report for work as scheduled must notify their supervisor as soon as possible. If the absence is excused, such notice must be given as far in advance as possible of the time assigned for reporting to work. Frequent, unexcused absence or tardiness may subject an employee to disciplinary action.

4.1c Expectations

A permanent attendance record for all employees is maintained. Attendance records are reviewed periodically and employees showing attendance problems will be counseled and/or disciplined by their supervisor. Regarding attendance, employees are expected to exercise good judgment with respect to contagious ailments which might have an adverse effect on other employees and attend to personal affairs during non-working hours where possible.

4.1d Reporting Late or Leaving Early

When an employee reports late for work or finds it necessary to leave early, the employee must check with the supervisor. Frequent tardiness may subject the employee to disciplinary action.

4.2 Meal and Rest Breaks

The standard length of scheduled lunch periods is one hour, unless otherwise determined by department regulations or approved by a supervisor to ensure effective and efficient operations. In certain cases, due to the nature of the work and at the discretion of the employee's supervisor, it may be necessary for an employee to eat lunch while continuing to work. When this occurs, no formal lunch period will be scheduled; however, the time typically allotted for lunch will be added to the employees' total hours worked to establish the length of the workday.

While there are no federal or state laws requiring a paid break period in addition to a lunch break, it is the policy of the City to provide employees with such. Rest breaks are counted as paid time worked and are limited to 15-minute periods for each four hours worked. Rest periods should be taken at approximately middle of the morning shift and middle of the afternoon shift and should not be combined one with another, with a meal period or be taken at the start or end of any shift, unless special permission is granted by the employee's supervisor for the effective and efficient operation of the department.

4.3 Pay Period and Payroll Deductions

Employees shall be paid on a biweekly basis, thereby constituting 26 pay periods each year. Payroll shall be deposited by Wednesday unless there is a holiday in the payroll week that may affect the payroll calendar.

Federal and state law requires certain deductions to be taken from each employee's paycheck. These include Federal Income Tax, State Income Tax, Medicare Taxes and Social Security (referred to as FICA), and any local tax withholdings, such as state disability or unemployment insurance. The Fire Department has exclusions from the list above and should reference federal, state, and local law for more information. In addition, there may be other deductions that are mandated by court order such as garnishments, or child support payments, that the City is required to deduct from an employee's paycheck.

4.4 Work Schedules

The standard workweek consists of five days and forty hours, or a shift schedule equivalent to forty hours, except for part-time and temporary employees, those subject to call under department regulations, or as otherwise established by union contract. Work schedules for all employees are set by each department head. Any changes to work schedules should be posted with sufficient notice to keep employees fully informed.

4.5 Recording Work Time

4.4a Exempt Employees

Exempt employees are not required to clock in and out during the workday. Exempt employees are, however, required to request time off for vacation or sick leave.

4.4b Non-Exempt Employees

All non-exempt employees are responsible for using the timekeeping system to record all time worked accurately, without exception, so they will be paid correctly. This includes paid time off. Working off the clock is not permitted. Rest breaks of 15 minutes or less and infrequent restroom breaks are considered time worked and should not be entered on an employee's timecard. Non-exempt employees must clock out at the start of their meal break and clock back in when finished.

Non-exempt employees should not begin working, or clock-in, before their scheduled start time and should not work beyond their scheduled end time without approval from their supervisor. Employees who begin their shift prior to scheduled or stay longer than scheduled without prior approval will be paid for all hours worked but may be disciplined for violating this policy.

Full-time non-exempt employees are required to work 40 hours per week to meet compliance requirements for benefit eligibility. The 40-hour workweek begins 12:01 a.m. Monday and end at 12:00 midnight on Sunday. Should an employee not meet the 40-hour work week threshold, available paid leave will be used to meet the 40-hour threshold. Paid leave will be used in this order when it is available: compensatory time, vacation leave, sick leave.

A timecard is considered a legal document. Employees are prohibited from engaging in any conduct to falsify their own or another employee's hours worked. Tampering, altering, or falsifying time records, or recording time on another employee's timecard is a serious infraction of policy and may result in disciplinary action, up to and including termination. Additionally, employees may only clock-in and out for themselves, never for another employee.

4.6 Overtime Pay

Employees who are deemed nonexempt under the Fair Labor Standards Act (FLSA) and who work in excess of forty (40) hours per week will receive overtime pay or compensatory time at a rate of time and one-half (1.5) for all hours worked over forty (40) in a work week. Certain jobs, primarily law enforcement and fire personnel, may be subject to different overtime calculation rules. If so, they will be notified by their Department Head of any special overtime rules.

For the purpose of computing overtime, the work week will commence at 12:01 a.m. Monday and end at 12:00 midnight on Sunday. Days off (with or without pay), such as vacation, sick leave, and compensatory time, will not be included in the accumulation of hours worked for purposes of computing overtime.

Adjustments may be made to an employee's hours in an effort to maintain the hours worked by an employee at or below forty (40) hours in a week. Such adjustments must be made prior to the time that an employee works over forty (40) hours in a week. Once an employee has worked over forty (40) hours, payment for time in excess of forty (40) hours must be at time and one-half (1.5) or given in compensatory time at time and one-half (1.5).

Authorization to work overtime must be obtained from the employee's immediate supervisor prior to working overtime hours. Failure to obtain this authorization before working overtime may subject the employee to disciplinary action. Employees working more than forty (40) hours per week must be credited overtime during the week in which it was earned and paid for it during the same pay period, if possible, or no later than the subsequent pay period, except in cases where compensatory time has been previously agreed upon in lieu of overtime payment.

4.7 Compensatory Time

Any full-time employee not governed by a collective bargaining agreement who wishes to be eligible for compensatory time must meet annually with the department head to request eligibility. If the department head determines that an employee is eligible due to the nature of their work, the department head and employee will establish a written agreement that determines when compensatory time will be earned up to the 40-hour limit. Department heads are responsible for managing these agreements and for reporting correct compensatory time earnings and compensatory time usages to the Human Resources Director, or their designee, for payroll each period. Department heads are responsible for keeping compensatory balances at or below the 40-hour limit. Any overtime earned that is over 40 hours can be paid out as overtime. Overtime hours earned that are not consistent with the established department head agreement will be paid as overtime.

Compensatory time must be exhausted before vacation can be taken. Per Federal law, the city may make payments to cash out compensatory time when the city chooses to do so. At the time of the employee's termination, resignation, retirement, discharge, or death, an employee shall be paid for any unused compensatory time at their regular rate of pay.

To determine overtime and compensatory time guidelines, public safety and service employees, employees should refer to the FLSA provisions and employees covered under a collective bargaining agreement should reference their respective agreements.

4.8 Complaint Procedure Regarding Deductions/Overtime Eligibility

The City respects their obligations under the various federal, state, and local laws that govern the workplace, including the Fair Labor Standards Act (FLSA). Accordingly, the City strictly prohibits the making of improper

deductions from the salaries of exempt employees. The City wants employees to be aware of this policy and that the City does not allow deductions that violate the FLSA.

In the event an employee believes the City has made an improper deduction from an employee's wages, the employee must promptly bring the matter to the attention of the HR Director. If an employee is not satisfied with the handling of the complaint, the employee must bring the matter to the attention of the City Administrator. Reports of improper deductions will be promptly investigated. If it is determined an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Section 5: Rules of Conduct

5.0 Technology Device Usage

5.0a City-Owned Devices

City telephones are to be used for business purposes only. Employees are expected to exercise reasonable discretion in using City devices for personal use. Excessive incoming or outgoing personal calls during the workday can interfere with employee productivity and be distracting to others. Employees should make personal calls during non-work times (meal and break periods) and ensure that friends and family members are aware of this policy.

Employees should exercise proper etiquette when using City phones to conduct business activities as they are directly representing the City. This includes greeting incoming and outgoing phone calls in a positive manner, exercising patience and care on every call, and refraining from using any language that defames, harasses, intimidates, or threatens any other person. Violations of these policies may lead to disciplinary action up to and including separation of employment.

If an employee needs to make or receive a phone call while driving, the employee must pull off the road to a safe location unless the employee has the correct hands-free equipment compliant with applicable state laws.

5.0b Personal Devices

While the City permits employees to bring personal cell phones and other mobile devices (i.e., smart phones, tablets, laptops) into the workplace, employees must not allow the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting, disruptive, and cause a loss of productivity. Employees should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, employees should use such devices in a manner that is courteous to those in the area. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If an employee has a device with a camera and/or audio/video recording capability, employees are restricted from using those functions on City property unless use is directly related to an employee's essential job function. Employees are expected to comply with these policies regarding the protection of confidential and proprietary information when using personal devices.

If an employee needs to make or receive a phone call while driving, the employee must pull off the road to a safe location unless the employee has the correct hands-free equipment compliant with applicable state laws. Employees may connect personal devices to City network or to equipment (computers, printers, etc.) when it is directly related to the scope of work and performance of job duties.

Employees may have the opportunity to use personal devices for work purposes. Before activating any work-related apps or software other than dual authentication, email, or city-sponsored time tracking, employees must obtain written authorization from their Department Head. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. This procedure ensures the security of City information and networks.

Non-exempt employees must have a legitimate business need for a mobile electronic app (such as email) to be installed on their personal mobile device and the issuance of the same must be approved by their supervisor. The legitimate reasons employees may need an app related to business include frequent time away from their desk, frequent business travel, project deadlines, or for key personnel who must be immediately reachable during an emergency. All non-exempt employees are responsible for tracking time spent on business-related mobile applications (such as email) outside of normal working hours and submitting all time worked to their supervisor. Employees may be subject to disciplinary action up to and including termination of employment for violation of this policy.

5.1 IT Security Policy

This voicemail, email, and internet policy is intended to provide employees with guidelines associated with the use of the City's voicemail/email/internet system (the system). This policy applies to all employees and others accessing and/or using the system through onsite or remote terminals.

5.1a General Provisions

The system, and all data transmitted or received through the system, is the exclusive property of the City. All messages used in connection with the transaction of governmental business constitute a public record and are subject to public inspection, copying, and retention rules. E-mail is discoverable in litigation and subject to public information requests; deleted e-mail will not be necessarily removed from the system. E-mails must be managed consistently with Nebraska Secretary of State retention rules. Employees should not have any expectation of privacy in any communication over this system. If employees are permitted to have access to the system, they will be given voicemail, email, and/or Internet address and/or access code and will have use of the system consistent with this policy.

The City reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the City will exercise this periodically and as needed, without prior notice and without prior consent.

Employees should not interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the system.

5.1b Internet Code of Conduct

Access is provided solely for the benefit of the City and allows employees to connect to information resources around the world. Every employee has a responsibility to maintain and enhance the City's public image and to use the City internet in a productive manner. To ensure all employees are responsible, productive City internet users, and are protecting the City's public image, the City has established guidelines for using City internet.

Employees accessing the City internet represent the City. All communications using the City's system should be for professional reasons. Employees are responsible for using the City internet in an effective, ethical, and lawful manner. City internet relay chat channels may be used to conduct official City business or to gain technical or analytical advice. Databases may be accessed for information as needed.

The City internet should not be used for personal gain or advancement of individual views. Solicitation of non-City business or any use of the City internet for personal gain is strictly prohibited. Use of the City internet must not disrupt the operation of the City's network or the networks of other users. It must not interfere with productivity. Each employee is responsible for the content of all text, audio, or images that they place or send over the City internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated on the City internet should have the employee's name attached. No messages should be transmitted under an assumed name, and users may not attempt to obscure the origin of any message. Information published on the City internet should not violate or infringe upon the rights of others. No maliciously false, harassing, violent, threatening, and abusive language should be transmitted through the system. Employees who wish to express personal opinions on the City internet should be encouraged to obtain their own usernames on other internet systems.

Any employee who violates this policy may be subject to disciplinary action, up to and including termination. If necessary, the City will also advise law enforcement officials of suspected or actual illegal conduct.

5.1c Using Artificial Intelligence in the Workplace

Employees are prohibited from uploading confidential information into an AI platform unless under the strict guidance of department procedures for an approved city AI application. AI uses the data it is given to create its content, potentially exposing confidential information. Failure to protect confidential information may lead to disciplinary action, including termination.

5.1d Cybersecurity Awareness and Phishing Training

All employees must complete cybersecurity refresher training when assigned by their supervisor. Throughout the year, employees may be subject to unannounced phishing simulations designed to evaluate their ability to recognize and respond to phishing attempts. Employees who fail a phishing test, such as by clicking a malicious link or submitting credentials, will be required to complete corrective training. Noncompliance with this policy, including failure to complete assigned training or participate in simulations, may result in temporary suspension of network access and/or disciplinary action. Supervisors are responsible for monitoring compliance within their teams.

5.2 Social Media Policy

The City recognizes social media provides unique opportunities to participate in interactive discussions and share information. However, use of social media also takes certain risks and carries with it certain responsibilities. To minimize risks to the City, all employees are expected to follow the guidelines for appropriate use of social media.

5.2a Guidelines

For purposes of this policy, social media includes all means of communicating or posting information or content of any sort on the Internet, including to an employee's own or someone else's web log or blog, journal, or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the City, as well as any other form of electronic communication.

City principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, employees are solely responsible for what is communicated on social media. The employee may be personally responsible for any litigation that may arise should an employee make unlawful defamatory, slanderous, or libelous statements against any customer, manager, or employee of the City.

5.2b Know and Follow the Rules

Employees should ensure postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject the employee to disciplinary action up to and including termination.

5.2c Be Respectful

Employees who decide to post complaints or criticism on personal accounts during nonworking hours should avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, color, religion, creed, national origin, ancestry, sex, personal appearance, family responsibility, pregnancy, sexual orientation, gender identity, age (40 or older), military, or veteran status, political affiliation, marital status, physical or mental disability, genetic information, or any other status or class protected by law or City policy.

5.2d Maintain Accuracy and Confidentiality

When posting information:

- Employees must maintain the confidentiality of sensitive City information.
- Employees should not create a link from a personal blog, website, or other social networking site to a City website that identifies the employee as speaking on behalf of the City.
- Employees should never represent themselves as a spokesperson for the City if the employee is not authorized to do so. If the City is a subject of the content an employee is creating, the employee may not represent themselves as speaking on behalf of the City. The employee should make it clear in the social media activity the employee is speaking on their own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

5.2e Using Social Media at Work

Employees should not use social media while on their work time, unless it is work related as authorized by their supervisor or consistent with policies that cover equipment owned by the City.

5.2f Media Contacts

Only certain employees are authorized to speak on behalf of the City and no employee shall speak to the media on behalf of the City without prior authorization from the City Administrator or relevant Department Head. All media inquiries for official City response must be directed to the City Administrator or relevant Department Head.

5.2g Retaliation of Employee Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation may be subject to disciplinary action, up to and including termination.

5.2h City Website and Social Media Accounts

All employees with administrative permissions for city website and social media accounts will receive, sign, and follow the City of York social media/website policy.

5.3 Defamation of the City

Employees may not initiate or participate in slander, libel, or defamation of the City. Employees who do may be subject to disciplinary action, including termination.

5.4 Property and Equipment

5.4a City Vehicles

Department heads and other employees designated by the City Administrator shall be allowed to use City-owned vehicles. Such use shall be in accordance with the rules and regulations of the Internal Revenue Service pertaining to the use of vehicles owned by employers. Such vehicles shall not be used for anything other than official City business and shall be kept clean and driven in a manner that conforms with existing traffic regulations and does not bring discredit to the City. Vehicle use, in addition to use during normal duty hours; such as transportation to and from their homes and to and from their place of work, shall be via special permission only from the City Administrator.

Employees will use issued gas cards to fill city vehicles. If a gas card is not provided, the employee will provide a receipt of gas purchase to their supervisor to be approved for reimbursement.

5.4b Personal Vehicles

Employees may be asked to operate a personal vehicle as part of their employment duties and may be asked to consent to a motor vehicle record check to validate an acceptable driving record. An employee asked to drive must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Any changes in the driving record, including but not limited to, driving infractions or changes to an insurance policy, must be reported to the City within 24 hours of the infraction or change. Employees may be required to submit proof of a valid driver's license on an annual basis for insurance requirements.

If employees use a personal vehicle in the course and scope of employment, employees may not operate such vehicle while:

- Under the influence of drugs, alcohol, or any other substance that might impair judgment or ability to drive; or
- Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If employees use a personal vehicle as part of employment duties, employees must provide the HR Director with current proof of insurance statement or card. New proof of insurance is required every time a policy expires or renews. Note that personal auto insurance is the primary coverage for vehicles even though it is being used for business purposes.

The City of York will pay mileage for all authorized travel at the current rate set by the Internal Revenue Service.

5.4c City Equipment

All city equipment such as computers, phones, manuals, desks, cabinets, copy machines, data files, software, tools, and vehicles are to be used for city-related purposes only and will remain the property of the City and must be returned upon separation of employment. Anything and everything employees do or store on City computers, systems and other property may be monitored or searched. Employees should expect zero privacy with respect to use of City property, systems and equipment.

Any employees of the City found to be responsible for damage to or loss of City property through negligence, carelessness, or abuse shall be subject to the disciplinary action and may be required to reimburse the City for such damage or loss. No City equipment, materials, or supplies shall be removed from their location without the approval of the supervisor, department head or City Administrator, as applicable.

5.5 Work-Related Social Events

On occasions, staff may participate in work-related events that serve alcohol. The prohibitions in the Drug and Alcohol-Free Workplace policy do not apply to the possession or moderate consumption of alcohol when it is served at such events. Employees are reminded that any consumption of alcohol at such an event should be moderate, should not result in the employee becoming intoxicated, and that normal expectation of appropriate workplace behavior continues at such events. Employees are obligated to ensure a designated driver is available or a ride is obtained if it is unsafe to drive.

5.6 Remote Work Policy

Specific positions may allow for the ability to work from a remote location under certain extraordinary circumstances. This is discretionary based on the job role and prior approval from the Department Head or City Administrator.

5.7 Smoking and Tobacco Use

The City is proud to be a tobacco-free workplace and believe it is critical to provide a safe and healthy environment for all employees, customers, and visitors. For those who choose to use tobacco products, it is restricted near City property when it interferes with the functions of City facilities, its programs, or the well-being of employees, customers, or visitors. Product examples include, but are not limited to, cigarettes, cigars, cigarillos, pipes, bidis, electronic cigarettes, spit tobacco, chew, snuff, and tobacco free cigarettes (vaping). This applies to all employees as well as customers and visitors. Any unauthorized tobacco use should be reported to an immediate supervisor or the HR Director. Employees who engage in the use of any tobacco, or illegal drugs, on City property may be subject to disciplinary action.

Section 6: Employee Benefits

6.0 Benefit Programs are Subject to Change

Where benefits are provided by the City to eligible employees, all such benefits shall be controlled by applicable plan documents. The information provided in this Handbook is summary only; detailed information on plans is set forth in plan documents. To the extent there is any discrepancy between plan documents and this Handbook, the plan document shall control.

6.1 Group Insurances

6.1a Medical Insurance

All regular, full-time employees are eligible on the first day of the month following their start date to enroll in the City's medical insurance plan. Refer to the Medical Plan Document and/or Summary of Plan Description for more information regarding the plan. For specific premium questions, contact the HR Director.

6.1b Life and AD&D Insurance

All regular, full-time employees shall be provided with group life and accidental death and dismemberment insurance coverage in the amount of 1x their annual salary.

6.1c Other Insurance

All regular, full-time employees are eligible to voluntarily purchase dental and vision coverage through the City's group insurance plans. Coverage is effective the first of the month following the date of hire. Refer to the Summary of Plan Descriptions for more information regarding the plans. For specific premium questions, contact the HR Director.

6.2 Retirement Benefits

6.2a Sworn Positions in the Fire and Police Departments

Sworn members of the Fire and Police Departments shall be retired in accordance with the provisions of State Statutes covering retirement for their classifications. Employee and city contributions are determined by State Statute. Sworn Fire Department Officers are exempt from social security. The City shall provide the death benefit to all members of the pension plan in accordance as provided by said plan. Sworn members of the Fire and Police Departments wanting to make additional pre-tax or post-tax contribution deductions should see the Human Resource Director.

6.2b Civilian Positions Throughout the City

Regular full-time civilian employees are required to enroll and contribute six and one-half percent (6.5%) of earnings to the pension program. The City shall contribute a matching six and one-half percent (6.5%). Additionally, the City shall provide the death benefit to all members of the pension plan in accordance with said plan. Civilian employees wanting to make additional pre-tax or post-tax contribution deductions should see the Human Resource Director.

6.3 Longevity Pay

Eligible employees who received longevity pay as of September 28, 2020, will continue to receive this dollar amount per hour.

Section 7: Leave Policies

7.0 Vacation Leave

7.0a Introduction

Vacation leave is provided to eligible employees to allow time away from work for rest, relaxation, and personal activities.

7.0b Eligibility

Full-time employees are eligible to earn and accrued vacation leave. New employees are eligible to receive and use vacation leave immediately.

7.0c Accrual Rate/Cap

Length of Service	Accrual Rate per Pay Period	Accruals per Year	Maximum Accrual Cap
Hire Date – 10 Years	4.62 hours	120 hours	160 hours
10 Years – 20 Years	6.15 hours	160 hours	200 hours
After 20 Years	7.69 hours	200 hours	240 hours

7.0d Vacation Leave Usage

Vacation is paid at the employee's base rate of pay. A full week of vacation is typically equal to forty (40) hours, and a full vacation day for most employees is considered to be an 8-hour day, unless specified differently by a collective bargaining agreement

Employees may only use earned vacation leave. Employees may not "borrow" against unearned vacation leave unless approved in writing by the City Administrator, which will only be granted in extraordinary circumstances.

Employees may use vacation leave upon exhaustion of their compensatory time balances.

If an employee has available vacation leave in their bank while on FMLA, the employee will continue to accrue vacation leave as normal. Once exhausted, FMLA will become unpaid, and accruals will cease.

7.0e Vacation Leave is Not Work time

Vacation leave will not be deemed work time for the purposes of computing overtime pay.

7.0f Management of Vacation Leave

Employees cannot earn additional vacation leave beyond the employee's respective maximum cap set forth above. Once an employee has reached their maximum cap, they will not accrue any more vacation leave until some of the time in their vacation leave account has been used to drop below the maximum cap. Only after the balance falls below the maximum cap will employees be able to earn vacation leave on the following applicable pay period. The City encourages employees to utilize available leave so they can continue to earn additional vacation leave.

7.0g Requesting and Approving of Vacation Leave

Vacation leave is to be requested in advance in cases when employees know they will be taking time off. See departmental policies for further guidance. Vacation leave shall be taken at a time that is mutually beneficial to the employee and the department. The City understands unforeseen circumstances do arise and, in those cases, employees should notify the Department Head by phone to make their request and/or absence.

7.0h Pay in Lieu of Vacation Leave

Employees are not entitled to pay in lieu of taking time off for vacation, except at the end of employment.

7.0i End of Employment

In the event of separation of employment, employees will be paid for all accrued, unused vacation leave. This will be paid out in the final paycheck based on the employee's base rate of pay in effect at the time of separation.

7.1 Sick Leave

7.1a Introduction

Sick leave is granted to eligible employees to use for medical appointments, illness, injury, or to care for an immediate family member (spouse, son, daughter, or parent) who is ill or injured. At the discretion of the City Administrator, employees may be eligible to care for family members not listed above.

7.1b Eligibility

Full-time and part-time employees are eligible to earn and accrue sick leave. New employees are eligible to receive and use sick leave immediately.

7.1c Accrual Rate/Cap

Classification	Accrual Rate	Maximum Accrual Cap
Full-Time	3.70 per pay period	960 hours
Part-Time	1 hour per 80 hours worked	56 hours

7.1d Sick Leave Usage; No Use Before Accrual

Sick leave is paid at the employee’s base rate of pay. Employees may only use earned sick leave. Employees may not “borrow” against unearned sick leave unless approved in writing by the City Administrator, which will only be granted in extraordinary circumstances.

If an employee has available sick leave in their bank while on FMLA, the employee will continue to accrue paid sick leave as normal. Once exhausted, FMLA will become unpaid, and accruals will cease.

7.1e Sick Leave is Not Work time

Sick leave will not be deemed work time for the purposes of computing overtime pay.

7.1f Management of Sick Leave

Employees cannot earn additional sick leave beyond the employee’s respective maximum cap set forth above. Once an employee has reached their maximum cap, they will not accrue any more sick leave until some of the time in their sick leave account has been used to drop below the maximum cap. Only after the balance falls below the maximum cap will employees be able to earn sick leave on the following applicable pay period.

7.1g Requesting and Approving of Sick Leave

Sick leave is to be requested in advance in cases when employees know they will be taking time off. See departmental policies for further guidance. The City understands unforeseen circumstances do arise and, in those cases, employees should notify their Department Head by phone of their request and/or absence before their scheduled work time begins.

7.1h Pay in Lieu of Sick Leave

Employees are not entitled to pay in lieu of taking time off for sick leave.

7.1i End of Employment

In the event of separation of employment, employees will forfeit all accrued, unused sick leave, unless eligible as described below.

An eligible employee is a full-time employee retiring at age 55 or has completed twenty (20) years of continuous service. Eligible employees shall be paid one-fourth (1/4) of their accumulated sick leave to a maximum of two hundred and forty (240) hours of pay. Upon retirement at age 55 and with twenty (20) years of continuous service, eligible employees shall be paid one-half (1/2) of their accumulated sick leave to a maximum of four hundred and eighty (480) hours of pay. Upon death, eligible employees shall be paid one-half (1/2) of their accumulated sick leave to a maximum of four hundred and eighty (480) hours of pay. The amount shall be paid on the employee’s final paycheck based on the employee’s base rate of pay in effect at the time of separation of employment.

7.2 Holidays

Eligible full-time employees will receive eight (8) hours of straight time pay at their regular rate of pay, unless specified in the collective bargaining agreement, for the observed holidays below:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Veteran’s Day
- Christmas Eve
- Christmas Day
- Floating Holiday

Generally, holidays that fall on a Saturday will be observed on the prior Friday and holidays that fall on a Sunday will be observed on the following Monday. Employees who are required to work on an observed holiday shall receive holiday pay accordingly:

- For time worked on a holiday by an employee when it is their regularly scheduled day to work, the employee shall be paid their hourly rate for the number of hours the employee worked plus holiday pay.
- For time worked on a holiday due to an emergency, the employee shall be paid one and one-half times the employee's hourly rate of pay for hours worked plus holiday pay.

Permanent part-time employees with a fixed schedule will receive holiday pay for their regular hours if the holiday falls on a scheduled workday. If the permanent part-time employee works on the holiday, they will also receive pay for the time worked that day. Employees who have questions about whether they qualify for holiday pay should speak with the Department Head or HR Director.

In the event an employee is on a qualifying FMLA leave with an available paid time off bank, the employee will not receive holiday pay. The paid leave day will count against the allocated time towards the qualifying FMLA leave.

7.3 Family and Medical Leave Act (FMLA)

7.3a Basic Leave Entitlement

The language in this manual is based on the Family Leave Act of 1993 ("FMLA"), amendments to the federal requirements since the effective date of the manual, if in conflict, take precedent. Under the Family and Medical Leave Act of 1993 ("FMLA"), employees may be eligible for up to 12 weeks of unpaid leave. To be eligible for this leave, an employee must: (1) have been employed by the City for at least 12-months; (2) have worked at least 1,250 hours during the 12-months immediately preceding commencement of the leave; and (3) be employed at a location where 50 or more employees are employed or a location where there are 50 or more employees within 75 miles of the employee's location. This leave consists of up to 12-weeks of unpaid leave during a 12-month period for any of the following reasons:

- The birth of a son or daughter to care for such son or daughter.
- The placement of a son or daughter with an employee for adoption or foster care.
- To care for a spouse, son, daughter, or parent with a serious health condition.
- A personal serious health condition which makes the employee unable to perform their job.
- To handle various non-medical "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is a "military member" on "covered active duty" or on call to "covered active-duty status".

Examples of "qualifying exigencies" arising out of the covered active duty, which may qualify for this type of FMLA leave include, but are not necessarily limited to: (a) short-notice deployment (seven calendar days or less); (b) military events and related activities; (c) childcare and school activities; (d) making financial and legal arrangements; (e) personal counseling sessions, the covered military member or for a child or dependent; (f) up to fifteen days of leave to spend time with the covered military member who is on short-term, temporary rest and relaxation leave during the period of deployment; (g) post-deployment activities; (h) parental care leave to care for a military member's parents who is incapable of self-care when the care is necessitated by the member's covered active duty (including arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility); and (i) other events and additional activities that arise out of the military duty if we agree these qualify.

A husband and wife who are eligible for FMLA leave and are employed by the City are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for the employee's parents with a serious health condition, for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement.

FMLA leave for the birth of a child or placement of a child for foster care or adoption must be completed within one year after the birth or placement.

7.3b Servicemember Family Leave

Additional leave time may be provided for the spouse, son, daughter, parents, or next of kin of an injured or ill “covered servicemember” or “covered veteran” who is undergoing medical treatment, recuperation, or therapy, is otherwise on outpatient status, or is otherwise on the temporary disability retired list, for a “serious injury or illness”.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember or covered veteran may be entitled to a total of 26 workweeks of leave during a single 12-month period to care for the injured or ill servicemember or veteran. Leave to care for an injured or ill covered servicemember, when combined with other FMLA qualifying leave, may not exceed 26 weeks in a single 12-month period.

For Servicemember Family Leave, the 12-month period begins on the first day of the leave.

7.3c The 12-Month Period

In calculating entitlement to FMLA leave, the 12-month period is determined on a “rolling” basis, measured forward from the date an employee uses FMLA leave.

7.3d Concurrent Use of Paid Leaves & Worker’s Compensation

Employees will be required to take any available sick leave as part of their FMLA leave that would otherwise be unpaid. Upon exhaustion of available sick leave option, paid leave would then go to compensatory time and/or vacation leave. After sick leave, compensatory time, and vacation leave have been exhausted, the remainder of the FMLA leave will be unpaid. While using those accrued paid leave hours, an employee will continue to accrue paid leave as normal. If an employee exhausts all paid leave, FMLA will become unpaid, and accruals will cease.

Employees on leave for a condition or injury covered by Worker’s Compensation will be required to take FMLA leave concurrently with that Worker’s Compensation leave.

7.3e Notice

In the case of foreseeable leave, employees must provide 30 days’ advance notice, if possible. If 30 days’ notice is not possible, notice must be provided as soon as possible.

Notice must be provided either in writing (for foreseeable leave) or by phone (for unforeseeable leave). When requesting leave for the first time for a FMLA-qualifying reason, the employee must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization, or continuing treatment by a health care provider. Calling in “sick” is not enough and additional information should be provided so that the City is informed that FMLA leave is being requested or may otherwise apply.

Employees must also inform the appropriate City representative if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

7.3f Certification

In the case of leave due to the serious health condition of an employee or their spouse, child, or parent, they will be required to provide appropriate medical certification. This certification must include information such as the date the serious health condition commenced; the probable duration of the condition; the appropriate medical facts within the knowledge of the health care provider regarding the condition; and, in the case of their own serious health, a statement from a health care provider that the employee is unable to perform their job duties. In addition, if their leave is to care for a family member, the health care provider must indicate that they are needed to care for the family member and provide an estimate of the time they will be needed.

In the case of servicemember family leave, the employee must provide appropriate certification to confirm the family member is a “covered servicemember” or “covered veteran”. This certification must include information

such as the date the serious injury or illness commenced, the probable duration of the serious injury or illness, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, the health care provider must indicate that the employee is needed to care for the covered servicemember and provide an estimate of the time they will be needed, and if the individual is a covered veteran, confirmation that the military member is a veteran, the date of separation, and whether the separation was other than dishonorable.

In the case of military “qualifying exigency” leave, employees will be required to provide appropriate documentation and certification of the need for leave and certain details related to the leave, including but not limited to, where applicable, a copy of the military member’s Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member’s leave.

7.3g Failure to Provide Notice/Certification

Failure to provide required notices or certifications may result in a delay in the leave of absence or loss of the protections provided by the FMLA. It is vital that employees comply with all notice and certification requirements in a timely manner. The City will do the same with its requirements.

7.23h Response by the City

The City will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employee’s rights and responsibilities regarding FMLA leave. If an employee is not eligible, the City will provide a reason for the ineligibility. The City will generally notify an employee within 5 business days whether they are eligible for FMLA leave.

The City shall notify the employee in writing if the medical certification is incomplete or insufficient, and state the information needed to cure the deficiency. The employee shall have 7 calendar days to cure the deficiencies.

7.3i Regular Reporting

While on FMLA leave, employees must keep the City informed of their plans to return to work. As a general rule, the employee must contact the HR Director at least once every two weeks. Other reporting schedules may be agreed on between the employee and the HR Director based on the employee’s individual circumstances. Reasonable notice (at least two business days, and more if possible) is required prior to returning to work on any date other than the originally scheduled return date.

7.3j Scheduling Treatment and Intermittent Leave

If it is necessary for employees to take leave to obtain planned medical treatment, they must make a reasonable effort to schedule the treatment, so it does not disrupt the City’s operations. In some cases, employees may need leave on only an intermittent basis. In those cases, they may be assigned to an alternative position which better accommodates their intermittent absences.

7.3k Benefits

Any group insurance an employee had prior to leave, if any, will continue during the term of their leave on the same basis as if they were not absent from work, including their obligation to pay their normal portion of the premium. Please note that if the employee fails to return from their leave, the City may recover from them the cost of any premiums paid on their behalf to continue insurance coverage, as allowed by law.

7.3l Return to Work

Upon return from the employees leave, the City will reinstate them to their former position or to an equivalent position and may be required to complete a physical test. Their seniority and benefits will not continue accruing during any unpaid period of their leave. If they are returning from a leave due to their own serious health condition, they must provide a note, from the healthcare provider responsible for the condition for which leave was taken, indicating that they may return to work and that they can perform all the essential functions of the position, with or without accommodation. For intermittent leave, the City may require a fitness for duty certification as often as every 30 days if the health condition involves a contagious disease, or could reasonably affect the employee’s, a coworker’s, or third party’s safety.

An employee who is unable or declines to return to work upon expiration of FMLA leave, has exhausted all other leave, and is not entitled to any leave under any other applicable law, including the ADA, will be considered to have voluntarily resigned.

7.3m Additional Questions?

It is impossible to cover all aspects of the family and medical leave act in this policy. Therefore, when an employee determines that they will need to take leave under this policy, please contact the HR Director for additional details. For further information, employees may also refer to the Federal Department of Labor's "Employee Rights and Responsibilities" notice.

7.4 Leave of Absence

A leave of absence is an approved absence without pay. Anything over forty (40) hours of consecutive hours of unpaid time off from work requires a leave of absence. Leaves of absence must be requested in writing and will be granted only for special reasons by the City Administrator. Employees will not be eligible for holiday pay during a leave of absence. Leaves of absence will be considered on the basis of City requirements and hardships caused hereby, the employee's performance record, the reason for the request, and the employee's length of service with the City. The determination of whether the request shall be granted rests solely within the discretion of the City Administrator, unless required to provide a leave of absence under applicable federal, state or local law.

A leave of absence may be granted for personal (non-medical) reasons without pay for a period not to exceed thirty (30) days. Whether a leave of absence will be granted beyond thirty days for a medical reason will depend on whether such leave is a reasonable accommodation under applicable federal, state, and local law.

A leave of absence without pay under this policy may also be granted for illness, injury, or pregnancy disability for a period of time deemed to be a reasonable accommodation and does not pose a hardship for the City. If needed to determine restrictions or engage in discussion about reasonable accommodations, an employee may be required to present a certificate from the employee's physician and/or a physician of the employee's own choosing as to the fact of the illness, injury, or pregnancy disability, so that the City can determine the ability of the employee to safely perform essential duties with or without reasonable accommodation.

Employees will be required to take any available vacation, sick, or compensatory time as part of their leave of absence that would otherwise be unpaid. Upon exhaustion of available vacation, sick, or compensatory time, the remainder of their leave be unpaid. While using those accrued paid leave hours, an employee will continue to accrue paid leave as normal. If an employee exhausts all paid time off accruals, the leave of absence will become unpaid, and accruals will cease.

The length of absence may be extended at the discretion of the City Administrator upon further application in writing by the employee prior to the expiration of the initial period. If an employee's leave of absence is in excess of thirty (30) days, an employee's return is subject to job availability. If the employee's position is not available at the end of the employee's leave, the City may make a reasonable effort to return the employee to a substantially similar position.

It will be the responsibility of the employee who has been granted a leave of absence in excess of ten (10) days to pay premiums for any continued group insurance coverage(s), if applicable. Employees should submit payment to the City upfront or enter an agreement for payments per pay period. All premium payments must be submitted by the Wednesday following the end of each pay period covered. If paid leave is being substituted for unpaid leave, premiums will be deducted in accordance with the normal payroll cycle. In the absence of such payment, coverage may be terminated. However, employees will be given the opportunity to convert the policy for individual coverage (COBRA). Failure to return to work on the date scheduled by the City may result in termination of employment. Any group health insurance premiums not exceeding thirty (30) days will be deducted from the employee's paycheck upon return to work.

7.5 Parental Leave

Full-time employees are eligible for parental leave upon hire. Employees who are expecting the birth or placement (adoption or foster care) of a child may continue working as long as they are able to perform their duties effectively. Employees should notify the HR Director as soon as possible for foreseeable parental leave requests but no later than four (4) weeks from the event. The mother or primary adoptive/fostering parent is entitled to up to eight (8) weeks of paid parental leave for the birth or placement of a child. The father or non-primary adoptive

parent is entitled to up to two (2) weeks of paid parental leave. Additional leave may be granted in accordance with the Sick Leave Policy.

Employees do not accrue vacation, sick leave, or other benefits during parental leave. Parental leave for birth, adoption, or foster placement may be taken in one or more non-consecutive blocks within the twelve (12) month eligibility period under FMLA or applicable City policy. Each block must be taken in increments of no less than one (1) week. For the purpose of tracking and using parental leave, employees will only be eligible on a 12-month basis rolling forward from the first day of the event.

7.6 Military Leave

Employees required to be absent from employment for military service, training, and/or examination in the Uniformed Services, as defined by law, will be granted a paid and/or unpaid military leave of absence in accordance with the law. Employees taking such leave must give the City advance notice of the need for military leave unless such notice is impossible, unreasonable, or is prevented by military necessity. Continuation of health insurance benefits, if any, is available as required by law based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. The amount of paid leave depends on how many hours an employee normally works and is normally scheduled to work in three consecutive weeks, as summarized below:

Military members who work or are normally scheduled to work in three consecutive weeks:	Required Military Leave
159 hours or more and includes working 24-hour shifts	168 hours each calendar year
120 hours or more but less than 159 hours	120 hours each calendar year
Less than 120 hours	Equal to the number of hours the military member normally works or is normally scheduled to work, whichever is greater, in 3 consecutive weeks

The City will comply with all laws regarding the re-employment of employees who serve in Uniformed Services.

7.7 Bereavement Leave

The City strives to provide employees with time to heal to be with their family and friends following the loss of a loved one.

Full-time employees will be granted up to three (3) days 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 or memorial services.

If a memorial or funeral service is delayed, employees may request to split their approved bereavement leave—using a portion immediately following the death and reserving the remainder for the date of the memorial or funeral. Approval for split leave must be obtained from the department head and coordinated in advance with Human Resources.

Additional unpaid days or paid vacation time not included in the Bereavement leave may be used. Employees must promptly notify their supervisor of their intention to take additional time off for this purpose.

7.8 Court and/or Jury Duty

Full-time and permanent part-time employees required to serve as a witness in an official capacity, as a juror in any federal, state, county, police, or municipal court, or as a litigant in a case directly related to their job duties will be granted leave with full pay. Employees testifying in other litigation as a party or serving as an expert witness (not in an official capacity) are not eligible for paid leave but may use vacation or compensatory time or request unpaid leave. Employees called for witness or jury duty must provide their supervisor with the original summons or subpoena and, upon completion, a signed statement from the Clerk of the Court or other proof of attendance. Fees and expense reimbursements for jury service may be retained by the employee. If excused from court service, the employee is expected to return to work.

7.9 Voting Leave

Employees are entitled to two consecutive hours when the polls are open to vote. If an employee does not have two consecutive hours outside their working day to vote, the employee should contact their supervisor to request leave time that, when added with non-working hours when the polls are open, will total two hours. If the request is made before or on Election Day, there will be no deductions from an employee's wages. The City reserves the right to set the hours during which employees may be absent. Retaliation against employees who request leave under this policy is prohibited.

Section 8: Standards and Expectations

8.0 Dress Code

All employees of the City of York shall maintain a clean, well-groomed appearance in keeping with their job and conducive to good public relations. Department Heads shall develop for their respective departments, requirements related to dress, personal appearance, and hygiene. Department employees shall comply with these requirements.

8.1 Gifts, Gratuities, and Business Courtesies

The City is committed to competing solely on the merit of our products and services. Employees must avoid any actions that create a perception that favorable treatment of outside entities by the City was sought, received, or given in exchange for personal business courtesies or gifts.

Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom the City does or may do business. Employees must neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulations or policies of the City or customers, or would cause embarrassment or reflect negatively on the City's reputation.

Employees may accept unsolicited gifts, other than the courtesies mentioned above, that conform to the reasonable ethical practices of the City and marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts, or other novelty, advertising, or promotional items.

Employees with questions about accepting business gifts and courtesies should talk to their supervisor or the HR Director prior to accepting a gift or immediately upon receiving one.

8.2 Reporting Criminal Activity

The City is committed to providing a safe and secure environment for our employees, clients and members of the public, and to protect its funds, property and assets. Moreover, the City has legal obligations to ensure its employees are allowed by law to be employed in positions wherein they may provide services to children, vulnerable adults and the general public. An employee arrested or convicted of a crime involving negligence, abuse, domestic violence, theft, robbery, fraud, driving while under the influence, etc. must report the arrest and/or conviction to the HR Director immediately or as soon as reasonably possible, but no later than three (3) days after the arrest and/or conviction. Guilty verdicts, guilty pleas, prayers for judgment and pleas of no contest must be disclosed. Disclosing an arrest or conviction does not automatically impact an employee's eligibility for employment with the City.

Appropriate employment action depends on a variety of factors, such as the nature and gravity of, and circumstances surrounding, the arrest or conviction, including the employee's truthfulness and completeness in disclosing the information in a timely manner. If an employee is convicted of a criminal offense while employed at the City, the employee may be terminated and, if terminated may be ineligible for rehire. An employee who fails to disclose an arrest or conviction in accordance with this policy is in violation of this policy. A supervisor who is made aware of an employee arrest or conviction and fails to disclose the information in accordance with the procedures is in violation of this policy. Violation of the policy may result in disciplinary action, up to and including termination of employment. Employment may be ended if an employee is unavailable to work for three (3) days or more due to circumstances related to an arrest or conviction.

8.3 Business Travel

8.3a Mileage and Travel Pay

The City adheres to the Employer Guidelines for Payment of Travel Time Away from Home under the Fair Labor Standards Act. See Travel Policy for Non-Exempt Employees in Appendix A. In summary, travel time on public

transportation away from a non-exempt employee's home community must be compensated if it coincides with regular daily normal work hours, even if it occurs on non-working days. Travel time which is outside normal working hours on any day of the week, however, need not be treated as compensable and need not be included in the calculation of hours worked for purposes of overtime. Furthermore, there is no requirement that travel time be compensated on an overtime basis unless the employee actually works in excess of forty hours during the work week.

If an employee elects to drive their own vehicle rather than takes offered public transportation, an employer may elect to count as hours worked either the time spent driving or the time which would have been counted as hours worked if the employee had used offered public transportation. If the employee is not offered public transportation and is required to drive, all driving time, regardless of when it occurs, must be considered hours worked and must be compensated at either the regular or overtime rate because the act of driving is considered work which is required under such circumstances. Employees who use their own vehicle for City business (excluding normal travel to and from work) will be reimbursed on a per mile basis.

8.3b Expense Reimbursements

Employees must provide detailed receipts for all travel costs to their Department Head to be submitted to the Treasurer for reimbursement. The receipts must itemize purchases. No alcohol purchases will be reimbursed. Milage reimbursement requests must be accompanied by documentation of the distance of travel such as a google map. All expenses must be reasonable. GSA standards may be used to determine the reasonable standard.

8.3c Use of Employer Owned Credit Card

Employees must receive and sign the City credit card policy before obtaining a City credit card. All purchases on a City credit card must follow the City of York credit card policy. Employees should use good judgement in purchasing decisions. All receipts for purchases made on an employer issued credit card must be submitted to the Treasurer. Employees receive an email with each credit card statement. Receipts must be submitted promptly for purchases on each statement. Appropriate coding and department approvals must be clearly labeled on the receipts.

Failure to follow the credit card policy may lead to removal of privileges to use the city credit card. Any unauthorized use of a City credit card may be subject to disciplinary action, up to termination of employment.

Section 9: Health, Safety, and Security Policies

9.0 Workplace Accidents and Injuries

The City strives to maintain an environment of safety. In addition, we are required to keep an accurate record of all work-related accidents and to report accidents to the City's insurance carrier. All workplace accidents or injuries (including near-accidents) of visitors and employees must be reported immediately to their immediate supervisor and recorded within 24 hours. Rescue squad services shall be used to transport employees to the hospital, if the accident or injury results in the incapacitation of the employee. If not, the supervisor or department head, along with the employee, will then contact EMC OnCall Nurse (844-322-4668) to report the injury and seek further medical guidance. If a workplace accident or injury occurs, it must be reported and an "Accident/Injury Investigation Report" must be documented completely and signed by the person(s) involved and by the immediate supervisor and turned into the HR Director to ensure proper care is administered and prompt reporting to the City's insurance provider. Employees will continue to work with EMC OnCall Nurse for further guidance and keep their supervisor or department head and HR informed of status.

Employees who have an accident with a City authorized vehicle involving another person or vehicle from the public shall first notify the York Police Department and then their supervisor or department head. This shall be done regardless of how minor the accident may be. Employees in positions compliant with the requirements of the Federal & Motor Carrier Safety Administration may require post-accident drug testing.

9.1 Worker's Compensation

Under the Worker's Compensation Act and the Worker's Occupational Diseases Act, the City covers all employees (regardless of employment category) under worker's compensation insurance. This insurance covers all reasonable medical expenses required to cure or relieve the effects of a work-related injury or illness. Workers' compensation insurance may also provide partial payment of the injured employee's wages until the employee has reached Maximum Medical Improvement (MMI). Deductions for retirement contributions and any other benefit contributions are deducted from the city payment portion. If the City payment portion is not sufficient to cover all deductions, then the employee will work with the Human Resource Director to set up a payment process for any remaining amount required to cover payroll deductions. An employee who wishes to receive the difference in pay from the City and to pay deductibles from benefits from the difference in pay through the payroll process will meet with the Human Resource Director to set up the process. Timely reporting of work-related injury or illness will be considered in determining eligibility of benefits.

9.2 Return to Work After a Workplace Accident or Injury

The City strives to assist employees to return to work at the earliest possible date following a workplace injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under the ADA. Employees may be required to complete a physical capacity test upon return to work.

When possible, transitional positions will be made available to injured workers to minimize time lost from work. The City cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

The City will work with employees who are on leave because of workplace injury or illness and receiving worker's compensation benefits to modify work assignments within the worker's physical ability, knowledge, and skills until Maximum Medical Improvement (MMI) is achieved. Employees will be required to provide periodic status updates from the attending physician regarding their medical restrictions.

9.3 Drug and Alcohol-Free Workplace

The City is committed to protecting the safety, health, and well-being of its employees and all those who encounter its employees. Drug and alcohol abuse pose a direct and significant threat to these goals, and to the

goal of a productive and efficient working environment in which all employees have an opportunity to reach their full potential. The City is committed to ensuring a drug and alcohol-free working environment for all employees and compliance with this policy is a condition of employment. Violations of the policy may lead to disciplinary actions up to and including termination.

All employees are prohibited from using, selling, or possessing illegal drugs or unauthorized (drugs not prescribed to the employee using it) prescription drugs on City premises or while performing any work for the City. The City reserves the right to conduct an individual drug test, in accordance with applicable law, where there is reasonable suspicion that an employee may be under the influence of alcohol or illegal drugs at work or following a job-related accident or injury.

Furthermore, each employee who observes or has knowledge of other employees in a condition that poses a hazard to the safety and welfare of others is expected to report such conditions promptly to the immediate supervisor, or HR Director.

Any off-duty activities, including drug or alcohol-related activities that lead to an employee's arrest or harms the City's reputation may be grounds for disciplinary actions up to and including termination. All employees are required to report to their jobs in a fashion that allows them to safely and satisfactorily perform the essential functions of their job.

Substance and alcohol abuse are illnesses that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. Employees may inform their supervisor for assistance in seeking help to address substance abuse. Employees who are seeking treatment may be entitled to leave to provide time away from work.

To the extent of any provision of this policy conflicts with any federal, state, or local law, the City will fully comply with the applicable law in the interpretation and application of the policy.

9.4 Workplace Violence Prevention Policy

The City is committed to creating and maintaining a work environment that is free from violence and has a zero tolerance for violence in the workplace. Civility, understanding, and mutual respect toward fellow City employees, applicants, vendors, and customers are intrinsic to the existence of a safe and healthy workplace. The City prohibits verbal harassment, violent acts, threats of violence, or any other behavior which by intent, action, or outcome harms another person. Prohibited conduct includes, but is not limited to:

- Injuring another person physically;
- Using, possessing, or threatening to use weapons, firearms, or other dangerous or hazardous devices or substances;
- Engaging in behavior that creates reasonable fear of injury to another person;
- Engaging in behavior that subjects another individual to extreme emotional distress;
- Intentionally damaging property;
- Threatening to injure an individual or to damage property;
- Committing injurious acts motivated by, or related to, protected class status;
- Any other behavior that causes others to feel unsafe;
- Retaliating against any employee who, in good faith, reports a violation.

It is the responsibility of all City employees to:

- Help maintain a violent-free work environment;
- Report all threatening behavior to the HR Director immediately.

All employees should promptly report any workplace violence to the HR Director. Each allegation of violence will be taken seriously, and an investigation will be conducted by the HR Director and City Administrator. The City prohibits retaliation against an employee for reporting a potentially violent situation.

9.5 No Weapons Policy

The City strives to provide a safe, nonviolent workplace for everyone. No weapons are allowed in the workplace, and any weapons found will be confiscated. Firearms stored in personal vehicles in accordance with Nebraska law are not prohibited by this policy. Sworn law enforcement officers employed by the City are permitted to carry weapons as required by their official duties. Violations of this policy may result in disciplinary action, up to and including termination of employment.

9.6 Inclement Weather

During inclement weather, employees should use their best judgment in trying to get to work. Employees choosing not to work during adverse weather conditions when the City remains open may:

- be required to use earned vacation, earned compensatory time
- make up hours if work and hours are available
- work from home if work and hours are available and the employee is already approved to work from home

It will be the responsibility of the City Administrator to determine if the City will close due to inclement weather. If the weather is so severe that the office starts late, closes early, or is closed for the entirety of the day, affected full-time and scheduled permanent part-time employees will be paid such time off. Employees who are required to work due to the nature of their positions must report to work as scheduled and will be paid usual wages.

Section 10: Handbook Receipt, Acknowledgement, and Consent

I have received the City’s Employee Handbook and have either read it or had it read to me carefully. I understand all its rules, policies, terms and conditions, and agree to abide by them, realizing that failure to do so may result in disciplinary action up to and including termination of employment. I also understand that this Handbook supersedes all previous inconsistent written and unwritten policies, and any previous handbooks or manuals.

I further understand that the Handbook is not a contract and does not in any way constitute a contract of employment but is instead intended to provide employees with a better understanding of their responsibilities, benefits, and the general policies and philosophy of the City. I understand the City may change, modify, or eliminate any or all the guidelines/policies in this Handbook, in its absolute discretion.

I acknowledge that unless covered by a collective bargaining agreement, my employment with the City is "at will" and may be terminated by myself or the City at any time and for any lawful reason, without prior notice or cause. Nothing contained in this Handbook provides me with an expectation of continued employment.

- I further certify and acknowledge that:
- I know how to access the City Employee Handbook.
- I understand it is my responsibility to read the Handbook, to understand it, and do my best to comply with its provisions.
- I understand I should contact my supervisor or the HR Director for interpretation or clarification of any guideline which I do not understand.
- I understand the Handbook contains information on harassment, discrimination and retaliation which outlines my responsibilities and obligations and provides a grievance method for me to use in case of unlawful harassment, discrimination or retaliation.
- I understand the City may monitor my computer files and activity, internet activity, electronic communications, and voice mail messages for various reasons, and I consent to the same. The City may also disclose such activity and messages to a third party without my consent when it deems such action necessary. I have no expectation of privacy in the use of the City’s information systems, or in information or items stored or kept on City premises.
- I understand upon termination of my employment for any reason I must return all City materials, property, uniforms, and equipment issued to me and pay the City any money that I may owe to the City and agree that upon my failure to promptly do either of these, the City can withhold corresponding amounts from my final paycheck and take whatever action the City deems necessary to recover such amounts from me.

Consent to Use Name and Image

I authorize the City to use my name and/or images, including group images, in its marketing materials and/or on its website or social media outlets. I understand that no special compensation will be provided to me for the use of my image(s) and that I may not be informed in advance of the specific use of my image(s). I understand I can opt out later if I authorize this practice now. If I wish to opt out now, I have checked the line below.

I opt out of such practice. _____

Print Name

Employee Signature

Date

Appendix A: Travel Policy for Non-Exempt Employees

The purpose of this policy is to outline pay rules that apply to nonexempt employees when traveling on company business.

Employees in positions classified as nonexempt (overtime eligible) under the Fair Labor Standards Act may be eligible for compensation for the time they spend traveling¹ The compensation an employee receives depends on the kind of travel and whether the travel time takes place within normal work hours.

"Normal work hours," for the purposes of this policy, are defined as an employee's regularly scheduled work hours (e.g., 8:30 a.m. to 5:30 p.m.). This definition applies to normal workdays (Monday through Friday) and to weekends (Saturday and Sunday). Employees with variable work hours will have their normal work hours defined by human resources prior to travel, based on a review of time records over the previous month.

"Travel time" is defined according to the type of travel involved:

Travel for a one-day assignment in another city. An employee who regularly works at a fixed location and is given a special one-day assignment in another city and returns home the same day will be paid for the time spent traveling to and from the other city, except for the time the employee would normally spend commuting to and from the regular worksite.

Travel during the workday: Time spent by an employee traveling as part of his or her regular job duties, such as travel from jobsite to jobsite during the workday, is work time and will be paid as such.

Travel away from home: Travel that keeps an employee away from home overnight is travel away from home. Travel time that takes place within normal work hours, regardless of the day of the week, is treated as work hours. When an employee travels between time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Time spent traveling from home to an airport terminal or train station is considered commute time and is not treated as hours worked. Time spent waiting at a terminal until arrival at the destination is compensable when it falls during normal work hours.

Travel time as the driver of an automobile: All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as work hours, regardless of whether the travel takes place within normal work hours or outside normal work hours.

If an employee requests a specific travel itinerary or mode of transportation that is different from the one authorized by the company, only the estimated travel time associated with the itinerary and mode of transportation that has been authorized will be eligible for compensation. For example, if an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be compensated. Travel time as a passenger in an automobile is not automatically treated as work hours. Travel as a passenger in an automobile is treated the same as all other forms of travel.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

Appendix B: Disciplinary Appeal Procedure

This disciplinary appeals process applies to appeals of a suspension or dismissal. For concerns regarding admonishments and reprimands, contact the City Administrator to request a meeting.

Disciplinary action proceeds during the appeal process unless the Department Head or City Administrator agrees to postpone the discipline until the appeal or review has been completed.

1. Employee requests a review of the disciplinary action via email to the department head within 3 business days of the disciplinary action.
 - a. If the employee is a department head, the request goes to the city administrator.
2. Department Head/City Administrator will schedule a meeting with the employee within 3 business days of the receipt of a request for a review.
3. After the review meeting, the department head/city administrator provides a written response to the discipline appeal within 3 business days.
 - a. A copy of the written response is sent to the employee, the department head/city administrator, and the human resources director.
 - b. The human resources director will place the response in the employee's file.
4. Within 3 business days of receiving the disciplinary appeal response, the employee may request, via email, a meeting with the city administrator to appeal the disciplinary action and response.
5. The City Administrator will schedule a meeting with the employee within 3 business days of the receipt of the request for a review.
6. After the review meeting, the city administrator provides a written response to the discipline appeal within 3 business days.
 - a. A copy of the written response is sent to the employee, the department head, and the human resources director.
 - b. The human resources director will place the response in the employee's file.
7. Within 3 business days of receiving the City Administrator response, the employee may email the city clerk to request an appeal with the City Personnel Board.
8. The City Clerk will arrange an appeal hearing of the City Personnel Board as soon as is practicable.
 - a. The employee and the City Personnel Board may call witnesses of the hearing.
9. The City Personnel Board will respond to the employee in writing within 5 business days after the hearing.
10. Failure to request a review of a disciplinary action or appeal in the stated timeline shall be a waiver of any future appeal of the disciplinary action.

ORDINANCE NO. 2411

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF LAND AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Annexation Ordinance.

Pursuant to Neb. Rev. Stat. §16-117 (Reissue 2022), a Petition has been filed by the owner of property contiguous or adjacent to the City to request that said property be included within the corporate limits of the City of York. The Petition recites that Tyler Bruch and Amy Bruch are the owners of real estate described below which is urban or suburban in character:

A tract of land comprising of a part of Lot Three (3), Seidel's Addition located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Seven (7), Township Ten (10), Range Two (2) West of the 6th P.M. York County, Nebraska, described as follows: Commencing at the Southwest corner of Lot One (1), Seidel's 2nd Subdivision; thence N89°50'09"W, 41.99 feet to the point of beginning; thence S00°09'51"W, 67.77 feet; thence S80°33'41"W, 295.58 feet; thence N09°26'19"W, 118.74 feet; thence S89°50'09"E, 311.24 feet to the point of beginning and containing 0.64 acres more or less.

Section 2. After notice pursuant to law the City Council adopts this Ordinance to approve the Petition and the annexation of the real estate described above, and the Council hereby authorizes the annexation of such real estate to the corporate limits of the City of York, Nebraska, which property is contiguous or adjacent to the corporate limits of the City and which is urban or suburban in character.

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

PASSED AND APPROVED by the York City Council this _____ day of December, 2025.

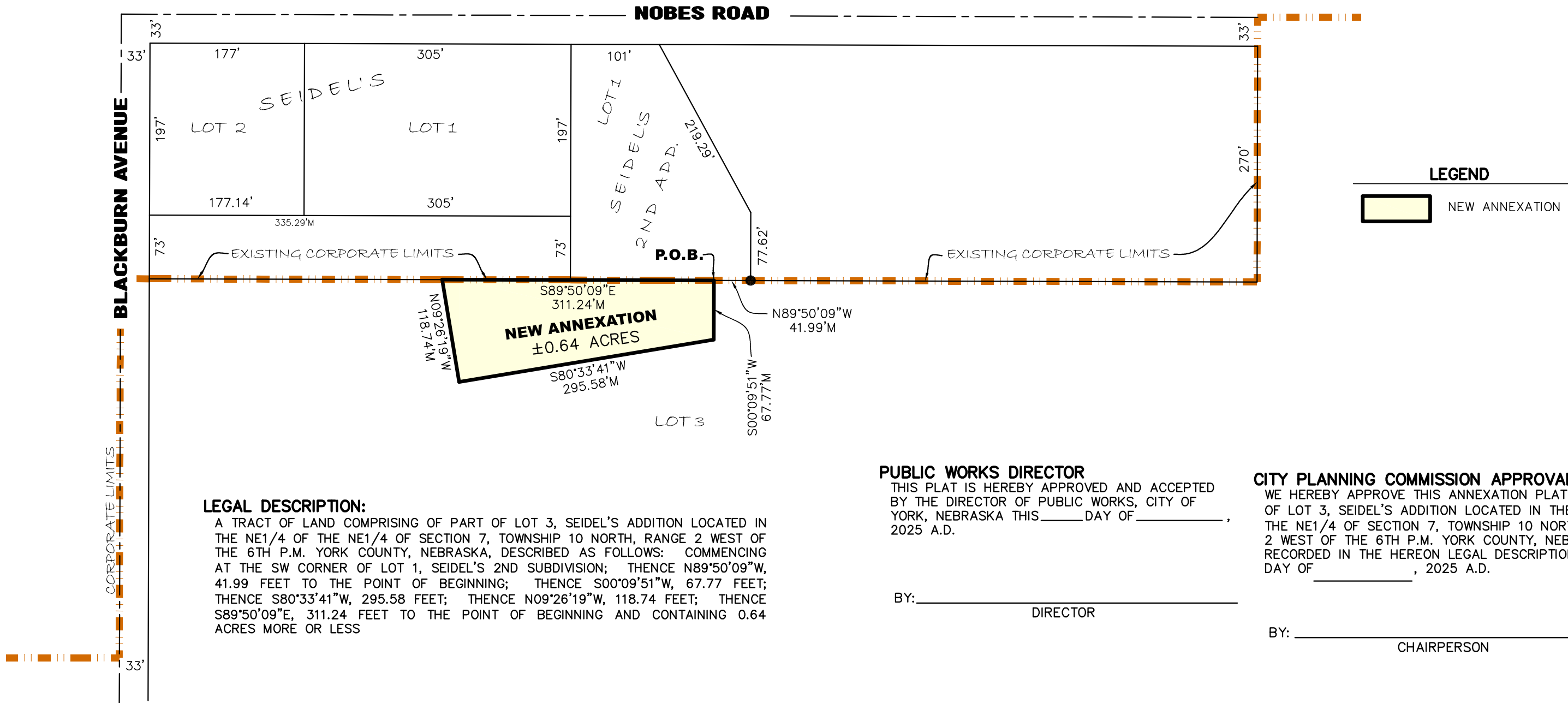
Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ANNEXATION PLAT

PART OF LOT 3 SEIDEL'S ADDITION LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 7, T10N, R2W OF THE 6TH P.M., YORK COUNTY, NEBRASKA



LEGEND

NEW ANNEXATION

LEGAL DESCRIPTION:
 A TRACT OF LAND COMPRISING OF PART OF LOT 3, SEIDEL'S ADDITION LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M. YORK COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF LOT 1, SEIDEL'S 2ND SUBDIVISION; THENCE N89°50'09"W, 41.99 FEET TO THE POINT OF BEGINNING; THENCE S00°09'51"W, 67.77 FEET; THENCE S80°33'41"W, 295.58 FEET; THENCE N09°26'19"W, 118.74 FEET; THENCE S89°50'09"E, 311.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.64 ACRES MORE OR LESS

PUBLIC WORKS DIRECTOR
 THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, CITY OF YORK, NEBRASKA THIS _____ DAY OF _____, 2025 A.D.

BY: _____
 DIRECTOR

CITY PLANNING COMMISSION APPROVAL
 WE HEREBY APPROVE THIS ANNEXATION PLAT OF PART OF LOT 3, SEIDEL'S ADDITION LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M. YORK COUNTY, NEBRASKA AS RECORDED IN THE HEREON LEGAL DESCRIPTION THIS _____ DAY OF _____, 2025 A.D.

BY: _____
 CHAIRPERSON

YORK CITY COUNCIL ACCEPTANCE
 THIS ANNEXATION PLAT OF PART OF LOT 3, SEIDEL'S ADDITION LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M. YORK COUNTY, NEBRASKA IS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA THIS _____ DAY OF _____, 2014 A.D.

BY: _____
 BARRY H. REDFERN, MAYOR

ATTEST: _____
 AMANDA RING – CITY CLERK



PROJECT / TITLE	ANNEXATION PLAT CITY OF YORK, NEBRASKA
FIELD WORK COMPLETION DATE: OCTOBER 15, 2025	SHEET
SURVEY PLAT COMPLETION DATE: OCTOBER 16, 2025	1 of 1

THIS SURVEY REQUESTED BY: AMY BRUCH

160 North Polk St., P.O. Box 432, Osceola, NE 68651 (402) 366-7930 www.HLSNE.com

ORDINANCE NO. 2413

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND THE ZONING REGULATIONS OF THE YORK CITY CODE, ARTICLE III, SECTION 2 TO ADD A DEFINITION FOR SMALL ANIMAL CARE SERVICES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Zoning Regulations, Article III, Section 2 shall be amended to add the following definition:

Small Animal Care Services shall mean an establishment that is primarily engaged in the provision of services for household pets and other small domesticated animals, including the following services but not limited to: boarding, grooming, training, veterinary care, and the retail sale of pet supplies and accessories. All activities shall be conducted in a manor that minimizes noise, odor, and other potential nuisances to nearby properties.

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

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

PASSED AND APPROVED by the York City Council this _____ day of December, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2414

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND ARTICLE XIV, "C-1" CENTRAL BUSINESS DISTRICT OF THE ZONING CODE TO ADD SMALL ANIMAL CARE SERVICES AS A PERMITTED USE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XIV, "C-1" Central Business District of the Zoning Ordinance of the City of York, Nebraska shall be amended as follows:

ARTICLE XIV, "C-1" CENTRAL BUSINESS DISTRICT

Sec. 3. Use regulations.

The following use shall be added:

Small animal care services.

Section 2. Except as amended herein, Article XIV, section 3 shall remain in full force and effect.

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

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED AND APPROVED by the York City Council this _____ day of December, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2415

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND ARTICLE XV, "C-2" CENTRAL BUSINESS DISTRICT OF THE ZONING CODE TO ADD SMALL ANIMAL CARE SERVICES AS A PERMITTED USE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XV, "C-2" Central Business District of the Zoning Ordinance of the City of York, Nebraska shall be amended as follows:

ARTICLE XV, "C-2" CENTRAL BUSINESS DISTRICT

Sec. 3. Use regulations.

The following use shall be added:

Small animal care services.

Section 2. Except as amended herein, Article XV, section 3 shall remain in full force and effect.

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

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED AND APPROVED by the York City Council this _____ day of December, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2416

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND ARTICLE XVI, "C-3" HIGHWAY COMMERCIAL DISTRICT OF THE ZONING CODE TO ADD SMALL ANIMAL CARE SERVICES AS A PERMITTED USE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XVI, "C-3" Highway Commercial District of the Zoning Ordinance of the City of York, Nebraska shall be amended as follows:

ARTICLE XVI, "C-3" HIGHWAY COMMERCIAL DISTRICT

Sec. 3. Use regulations.

The following use shall be added:

Small animal care services.

Section 2. Except as amended herein, Article XVI, section 3 shall remain in full force and effect.

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

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED AND APPROVED by the York City Council this _____ day of December, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2417

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND ARTICLE XVII, "C-4" HIGHWAY COMMERCIAL DISTRICT OF THE ZONING CODE TO ADD SMALL ANIMAL CARE SERVICES AS A PERMITTED USE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XVII, "C-4" Highway Commercial District of the Zoning Ordinance of the City of York, Nebraska shall be amended as follows:

ARTICLE XVII, "C-4" HIGHWAY COMMERCIAL DISTRICT

Sec. 3. Use regulations.

The following use shall be added:

Small animal care services.

Section 2. Except as amended herein, Article XVII, section 3 shall remain in full force and effect.

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

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED AND APPROVED by the York City Council this _____ day of December, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2418

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND ARTICLE XVIII, "I" INDUSTRIAL DISTRICT OF THE ZONING CODE TO ADD SMALL ANIMAL CARE SERVICES AS A PERMITTED USE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XVIII, "I" Industrial District of the Zoning Ordinance of the City of York, Nebraska shall be amended as follows:

ARTICLE XVIII, "I" INDUSTRIAL DISTRICT

Sec. 3. Use regulations.

The following use shall be added:

Small animal care services.

Section 2. Except as amended herein, Article XVIII, section 3 shall remain in full force and effect.

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

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED AND APPROVED by the York City Council this _____ day of December, 2025.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk