

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, August 5, 2021  
7:00 PM



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

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Pledge of Allegiance
3. Roll Call
4. Minutes of July 15, 2021 meeting
5. Claims of Elected Officials
  - 5.1. Claim of Tony North for North Printing & Office Supply in the amount of \$1,468.10
6. Claims for the period July 16, 2021 through August 5, 2021
7. Mayor's Appointment of a Councilmember to replace Clarence Hoffman
8. City Administrator Report
9. Public Hearing to consider amending the A-L Agricultural Zone to allow public events that may or may not involve the payment of admission fees, to include but not be limited to outdoor arenas, tracks, concession buildings, restrooms, offices, spectator stands, livestock stables and parking lots and areas by special use permit - Ordinance No. 2288
  - 9.1. Consider suspending the rules on Ordinance No. 2288
  - 9.2. Passage of Ordinance No. 2288
10. Approve "Parts & Smarts" Turn-Key Contract and Addendum with Facility Advocates for HVAC at Kilgore Memorial Library
11. Public Hearing to consider closing the existing Downtown Revitalization Project

12. Consider approval of Krystal Carter as Manager of the Liquor License of Casey's General Stores at 115 East Nobes Road and 1822 N Lincoln Avenue and make a recommendation to the Liquor Control Commission
13. Consider Vacation of Alley between Lots 8 and 9 and 6 and 7 in Block 64, Original Town. Owners of all adjoining property have signed a petition to vacate said alley. Ordinance No. 2289
  - 13.1. Consider suspending the rules on Ordinance 2289
  - 13.2. Passage of Ordinance 2289
14. Agency Agreement between City of York and Nebraska Department of Transportation, Aeronautics Division for Grant No. 3-31-0104-017-2021 Federal Non-Development Economic Assistance for the Airport under the provisions of the Federal ARPA ACT
15. Consider approval of Settlement between Nemaha Landscape Construction, Inc.; City of York and Alfred Benesch & Company at a cost to the City of York of \$15,000.00
16. Ordinance to amend Section 37-18 to require connections for Utility Service under supervision of Director of Public Works
  - 16.1. Suspend the rules on Ordinance 2290
  - 16.2. Passage of Ordinance 2290
17. Pursue Issuance of Highway Allocation Bonds for street replacement and/or overlay - Resolution No. 2021-21
18. Adjournment

**REGULAR MEETING  
CITY COUNCIL, YORK, NEBRASKA  
JULY 15, 2021  
7:00 O’CLOCK P.M.**

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 7:00 o'clock p.m. in the Council Chambers.

The Mayor announced that the Open Meetings Act is posted on the east wall of the Council Chambers.

**ROLL CALL**

Present were: Mayor Redfern, . Councilmembers: Wagner, North, Wilkinson, Hubbard, Pieper, Lones and VanEsch. Absent: Hoffman. Also present were the City Clerk, City Administrator and City Attorney.

Notice of this meeting was given in advance thereof by publication in the York News Times on July 10, 2021, 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 Mayor Redfern 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 the advance notice and in the notice to Mayor Redfern and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

**MINUTES**

Councilmember Pieper moved and Councilmember Hubbard seconded that the Minutes of the July 1, 2021 meeting be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

**CASH BALANCES FOR JUNE, 2021**

Councilmember VanEsch moved and Councilmember Wilkinson seconded that the Cash Balances report for June, 2021 be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

**REPORTS**

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the Departmental Activities Report, be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

**CLAIMS OF ELECTED OFFICIAL**

Councilmember Lones moved and Councilmember Wilkinson seconded that the claim of Councilmember North for North Printing and Office Supply in the amount of \$1,110.50 be approved and paid.

Roll Call Vote Ayes: Wilkinson, Hubbard, Pieper, Lones , VanEsch and Wagner. Nays: None. Councilmember North declared a Conflict of Interest in as much as he is an owner of North Printing and Office Supply and abstained from voting. Motion Carried

Councilmember Lones moved and Councilmember North seconded that the claim of Jeff Pieper for Pieper’s, Inc. in the amount of \$145.1 be approved and paid.

Roll Call Vote: Wilkinson, Hubbard, , Lones , VanEsch, Wagner and Wilkinson. Nays: None.

Councilmember Pieper declared a Conflict of Interest inasmuch as he is the Vice President of Pieper's, Inc. and abstained from voting; Motion Carried.

## CLAIMS

Councilmember Lones moved and Councilmember North seconded that the claims for the period July 2, 2021 through July 15, 2021.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

## CITY ADMINISTRATOR REPORT

The City Administrator discussed: balloon days in York which includes events at the Holthus Convention Center and a water fight downtown – also events Friday and Saturday at the Family Aquatics Center. She advised that they will be interviewing candidates for Public Works Director next week – thanks to the HR Director. She advised that the three high school interns have been looking at web sites and also discovered that at update to our web site would not address the problems – looking at other options. She touched on the possibility of bonding street projects and outlined the estimated cost for concrete at \$4,164,518 or asphalt \$4,615,322. She has been working with Terry Brown of Benesch and they stated that the City would get better bids from the contractors for larger projects. She asked the Council to look over the proposed streets on both the concrete list and asphalt list and get back to her with any proposed amendments.

## APPROVE PLAT

Max McLean addressed the Council regarding a preliminary and final plat of Staehrway Business Park – 2<sup>nd</sup> Platting stating they are dividing their property into two lots and straightening up the property lines. The Planning Commission had recommended approval of the plat.

Councilmember Wilkinson moved and Councilmember Hubbard seconded to approve the plat.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

## ISSUANCE OF LIMITED SALES AND PROPERTY TAX SUPPORT INFRASTRUCTURE AND REFUNDING BONDS IN AN AGGREGATED PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,750,000.

Scott Keene of Piper/Sandler discussed said bond issue stating: par amount of bonds to be issued \$5,465,000 with conservative range of interest rates .65-2.65% - range of true interest costs 1.84-2.14%. The bonds to be issued with not exceed \$5,750,000 with true interest cost not greater than 3.00%. These bonds will include renovation costs of the auditorium and community center and pay off the short-term loan.

Following discussion, the following Resolution was introduced:

## RESOLUTION 2021-18

BE IT RESOLVED by the Mayor and City Council of the City of York, Nebraska:

Section 1. The following bonds, in accordance with their option provisions are hereby authorized to be irrevocably called for redemption on a date to be determined, as provided in a Direction for Call (as defined below):

Limited Sales and Property Tax Supported Infrastructure Bonds, Series 2020, of the City of York, Nebraska, issued in the authorized principal amount of Five Million Dollars (\$5,000,000).

Said bonds are hereinafter referred to as the "Refunded Bonds."

Section 2. The Refunded Bonds are to be paid off by the designated Paying Agent and Registrar for the Refunded Bonds (the "Paying Agent").

Section 3. The Mayor, City Administrator or City Treasurer (each, an "Authorized Officer") each are individually hereby authorized at any time on or after the date of this resolution to direct the irrevocable call of all

or a portion of the Refunded Bonds on behalf of the City and such direction, when made in writing (the "Direction for Call"), shall constitute the action of the City without further action of the City. The Direction for Call shall include a description of that portion of the Refunded Bonds called for redemption as determined appropriate by the Authorized Officers. The Call Date shall be determined in the Direction for Call, and such direction shall be made by an Authorized Officer not later than June 30, 2022, after which date the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City and this resolution shall be of no further force and effect.

Section 4. An executed Direction for Call shall be filed with the Paying Agent, which is necessary in order for the call of the Refunded Bonds as called for redemption in the Direction for Call to be effective hereunder. The Paying Agent shall be directed in the Direction for Call to mail notice to each registered owner of the Refunded Bonds, all in accordance with the ordinance authorizing the issuance of the Refunded Bonds.

Councilmember Pieper moved and Councilmember Hubbard seconded that Resolution 2021-18 be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

The following Ordinance was introduced:

#### ORDINANCE NO. 2287

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA, AUTHORIZING THE ISSUANCE OF LIMITED SALES AND PROPERTY TAX SUPPORTED INFRASTRUCTURE AND REFUNDING BONDS OF THE CITY OF YORK (THE "CITY"), IN THE AGGREGATED STATED PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$5,750,000) TO REFUND CERTAIN OUTSTANDING BONDS OF THE CITY AND TO PROVIDE FUNDS TO CONSTRUCT IMPROVEMENTS AND ADDITIONS TO THE COMMUNITY CENTER AND AUDITORIUM OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE APPLICATION OF CERTAIN SALES TAX REVENUES AND FOR THE LEVY AND COLLECTION OF PROPERTY TAXES (WITHIN CERTAIN LIMITATIONS) TO PAY THE SAME; AUTHORIZING THE OFFICERS OF THE CITY TO DESIGNATE FINAL TERMS FOR SAID BONDS WITHIN STATED PARAMETERS; AUTHORIZING THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

Councilmember North moved and Councilmember Hubbard seconded that the Statutory Rule requiring reading on three different days of Ordinance No. 2287 be suspended.

Roll Call Vote Wilkinson, Hubbard, Pieper, Lones , VanEsch, Wanger and North. . Nays: None. The motion was adopted by a three-fourths vote of the Council and the Statutory Rule suspended for consideration of said Ordinance on its second and third reading.

Councilmember Wilkinson moved and Councilmember Hubbard seconded that Ordinance No. 2287 be passed and adopted.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones , VanEsch Wagner and North. Nays: None. Motion Carried. Ordinance No. 22867 was declared adopted.

#### DISCUSS BONDING FOR STREETS

Scott Keene of Piper/Sandler discussed the issuance of Highway Allocation Pledge Bonds in an approximate amount of \$5,530,000 with a conservative interest range of .65-1.65% and a true interest cost of 1.10-1.40% with a maturity date of December 31, 2031. No action was taken at this time.

#### CLOSE AND RELEASE SCANNELL PROPERTIES # 160 LLC TIF PROJECT

The Mayor advised that the Scannell TIF project is complete and should be released.

Councilmember Hubbard moved and Councilmember Wilkinson seconded that the following Resolution be adopted:

RESOLUTION 2021-17

WHEREAS, The Mayor and City Council, acting as the Community Development Agency, approved a redevelopment plan, pursuant to the Nebraska Community Development law, Section 18-2103 and Section 18-2111, reissue of 1991, items (1) through (6) and Section 18-2113, for the area adjacent to and including the site proposed by Scannell Properties # 160 LLC. and the eventual consideration of entering into an agreement with the subject developer for Tax Increment Financing; and

WHEREAS, the Mayor and City Council, acting as the Community development Authority, entered into a Redevelopment contract between the Community Redevelopment Authority of the City of York, Nebraska and Scannell Properties # 160 LLC on July 18, 2013, for the use of Tax Increment Financing for land acquisition cost and site work and site preparation on the following described premises: Lot 1 of Replat of Lots 1 and 2, Block 2, York Industrial Park, and Lots 3, 8 and 9, Block 2, York Industrial Park 2<sup>nd</sup> Platting to the City of York located in the West Half of Section 30, Township 11 North, range 2 West of the 6<sup>th</sup> P.M., York County, Nebraska.

WHEREAS, The Mayor and City Council entered into an agreement wherein the City would be the lender in the amount of \$650,000.00 for a period not to exceed 10 years from July 18, 2013.

WHEREAS, said amount of \$650,000.00 plus interest of 7% has been repaid to the City of York through taxes.

THEREFORE, BE IT RESOLVED BY the Mayor and City Council of the City of York, Nebraska:

That the tax increment financing project known as Scannell Properties # 160, LLC be declared complete; that all loans and/or liabilities have been paid in full; that the City Clerk be directed to notify the County Assessor and County Treasurer of said release and completion of said Tax Increment Financing Project; and that the City Clerk be further directed to return any funds on hand to the County Treasurer.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

APPROVE RETENTION BONUS FOR POLICE DEPARTMENT EMPLOYEES

The City Administrator discussed the possibility of a retention bonus for police department officers, not to include the Chief. Councilmember Lones asked why the Chief was not included and expressed her desire to have the Chief included. The Chief advised that he did not think it was appropriate to include him.

Following discussion, Councilmember Lones moved and Councilmember Wilkinson seconded to adopt the following Resolution:

RESOLUTION NO. 2021-19

WHEREAS The City of York Police Department has been severely short-staffed over the past fiscal year, down 2 to 4 officers throughout the fiscal year;

WHEREAS Officers with the City of York Police Department have maintained the same level of services through sacrifices throughout the past fiscal year;

WHEREAS York Police officers have a reputation of being well-trained and thus likely to be recruited to other jurisdictions;

WHEREAS Salary funds appropriated by the Council for this fiscal year exceed the expected need due to the savings created by the shortages;

THEREFORE, BE IT RESOLVED that the City Council approves a \$3,000 retention bonus for the sworn employees employed with the Police Department, including the Chief, as of July 15, 2021 to be paid in the first August pay period.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

## DISCUSS TWO REMAINING BUDGET ITEMS

Discussion was held regarding the purchase of a skid-steer loader (including trade in) for \$24,000 and the purchase of a second 2,000 gallon fuel tank for \$12,000. Both items will be placed in the proposed budget for 2021-22.

## APPROVE MAYOR'S APPOINTMENTS

The Mayor announced his appointment of Tony North to the LB357 Committee

Councilmember Lones moved and Councilmember VanEsch seconded that the appointment be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, and Wagner. Abstain: North. . Nays: None. Motion Carried.

The Mayor announced his appointment of Sally Ruben to the Housing Agency for a five year term terminating November 1, 2026.

Councilmember Hubbard moved and Councilmember VanEsch seconded that the appointment be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

The Mayor announced his appointments to the Anna Bemis Palmer Museum Advisory Board as:

Councilmembers Christi Lones and Scott VanEsch

Citizen Members:

- Brent Manger for a three year term
- Mary Scott for a two year term
- Jean Vincent for a two year term
- Nancy Beach for a one year term

Youth Member:

- Chlore Holmes for a one year period

Councilmember Wilkinson moved and Councilmember North seconded that the appointments be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

## CONSIDER ADJOURNING INTO EXECUTIVE SESSION TO DISCUSS UNION CONTRACTS

The Mayor announced that the Council would be going into Executive Session to discuss Union Contracts.

Councilmember Pieper moved and Councilmember Hubbard seconded that the Council adjourn into Executive Session to discuss Union Contracts.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

The Council adjourned into Executive Session to discuss Union Contracts, the time being 8:00 o'clock p.m.

## ADJOURN FROM EXECUTIVE SESSION

Councilmember Hubbard moved and Councilmember Wilkinson seconded that the Council adjourn from Executive Session, the time being 8:07 o'clock p.m.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Wagner and North. . Nays: None. Motion Carried.

ADJOURNMENT

There being no further business to come before the meeting, The Mayor adjourned the meeting, the time being 8:08 o'clock p.m.

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C. Jean Thiele, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	7,483.41	N			
01-00010	GALE	5	278.90	N			
01-00090	THE HOME DEPOT PRO	1	654.50	N			
01-00100	NE MUNICIPAL CLERKS' ASSN	1	45.00	N			
01-00110	MATHESON TRI-GAS	4	301.13	N			
01-00120	JACKSON SERVICES INC	15	967.25	N			
01-00150	MISSIONSQUARE RETIREMENT	2	1,127.98	N			
01-00200	NEBRASKA MACHINERY CO	1	62.89	N			
01-00210	EAKES OFFICE PLUS	2	76.12	N			
01-00230	CORNHUSKER STATE IND.	1	18.50	N			
01-00290	NORTH PRINTING & OFFICE S	16	2,296.30	N			
01-00300	BLACK HILLS ENERGY	2	72.02	N			
01-00340	BOUND TREE MEDICAL LLC	5	509.74	N			
01-00360	CITY OF YORK	6	55,971.84	N			
01-00380	YORK COUNTY TREASURER	1	162,469.97	N			
01-00490	JOHN DEERE FINANCIAL FSB	1	178.75	N			
01-00540	GLOBAL TECH, INC.	4	6,928.58	N			
01-00560	J&R HEATING & A/C, INC.	1	69.44	N			
01-00640	NEBRASKA PUBLIC POWER DIS	2	10,342.39	N			
01-00710	OVERLAND SAND & GRAVEL	12	36,726.13	N			
01-00740	TK ELEVATOR CORP	2	420.96	N			
01-00780	PRESTO X COMPANY	12	480.00	N			
01-00800	BURST, LLC	26	950.70	N			
01-00990	ANGLE, MURPHY, VALENTINO	1	32.84	N			
01-01090	BAKER & TAYLOR, INC	5	1,197.35	N			
01-01270	NABER'S REPAIR SERVICE	2	257.50	Y			
01-01290	GRAND CENTRAL FOODS, INC.	15	544.77	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01330	JLC, INCORPORATED	2	139.65	N			
01-01350	PROTEX CENTRAL INC.	1	1,508.74	N			
01-01390	AFLAC	6	1,019.30	N			
01-01420	NE CHILD SUPPORT PAYMENT	1	104.77	N			
01-0145	ANTHONY BESTWICK	2	437.41	N			
01-01460	PERENNIAL POWER	1	12,242.59	N			
01-01470	SERVI-TECH LABORATORIES	2	140.30	N			
01-01490	NE DEPT OF REVENUE	2	7,906.33	N			
01-01510	HACH CO.	1	429.29	N			
01-0159	THOMAS BREDWELL	1	72.49	N			
01-01640	INTERNAL REVENUE SERVICE	4	44,638.39	N			
01-01650	UNION BANK	5	24,620.62	N			
01-01670	FRATERNAL ORDER OF POLICE	2	600.00	N			
01-01750	NEBRASKA PUBLIC HEALTH EN	1	3,458.00	N			
01-02060	NE DEPT OF ENVIRONMENT &	3	9,517.24	N			
01-02080	TYLER TECHNOLOGIES - INCO	1	1,330.00	N			
01-0217	RUSSELL COFFEY	1	975.00	N			
01-02170	MIDWEST TURF & IRRIGATION	2	392.67	N			
01-02200	JACK'S UNIFORMS & EQUIP	2	299.78	N			
01-02230	MCCORMICK HEATING & AC	1	629.14	N			
01-02250	MILLER SEED & SUPPLY CO	12	2,317.73	N			
01-02500	YORK FARM SUPPLY LLC	2	107.70	N			
01-02590	ADOPT A PET	2	5,000.00	N			
01-02620	LEAGUE OF NEBRASKA MUNICI	2	25,986.00	N			
01-02650	O'REILLY AUTO PARTS	11	453.77	N			
01-02920	FALLER LANDSCAPE	3	355.67	N			
01-03240	YORK COUNTY DEVELOPMENT C	3	13,348.32	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-03260	HOMETOWN LEASING	6	614.04	N			
01-03590	PENNER'S TIRE & AUTO	1	20.88	N			
01-03930	YORK CHAMBER OF COMMERCE	3	3,393.34	N			
01-04050	GALLS INCORPORATED	1	18.89	N			
01-04690	NWEA	1	900.00	N			
01-04790	AMERICAN WATER WORKS ASSO	1	75.00	N			
01-05150	LINCOLN JOURNAL STAR	1	25.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	3	5,461.80	N			
01-06410	CASH-WA DISTRIBUTING	1	260.62	N			
01-06510	YORK COUNTY TITLE	2	446.00	N			
01-06630	FASTENAL	1	20.38	N			
01-06970	NISSEN ELETRIC	1	600.85	Y			
01-0700	DANIEL ROBINSON	1	642.85	N			
01-08410	BEACON ATHLETICS	2	4,196.00	N			
01-09090	WINDSTREAM	1	94.21	N			
01-09220	CENTRAL NEBRASKA REFRIGER	1	185.25	N			
01-1	MISCELLANEOUS VENDOR	3	431.41	N			
01-10070	RAILROAD MANAGEMENT COMPA	1	854.48	N			
01-10110	BADGER METER INC	1	185.00	N			
01-10710	YORK COUNTY SPORTS AUTHOR	2	2,000.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	3	3,563.47	N			
01-10880	RASMUSSEN MECHANICAL SERV	1	1,398.00	N			
01-11010	VERIZON	1	1,053.43	N			
01-11670	STEVE HOLMES	1	14.52	N			
01-12480	WESTERN EDGE	2	30.00	N			
01-14460	HIEBNER BODY SHOP	2	292.86	N			
01-14470	FARMERS COOPERATIVE	1	25.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-14850	CHEREE FOLTS	1	40.00	N			
01-14880	ALFRED BENESCH & CO	6	23,516.11	N			
01-15560	TRUCK CENTER	6	2,954.24	N			
01-16650	NE DEPT OF REVENUE	1	233.51	N			
01-16750	RR DONNELLEY	1	146.77	N			
01-16900	AQUA-CHEM INC	4	4,645.91	N			
01-17620	PATHIAN LLC	3	69.00	N			
01-18120	TERRI CARLSON	1	13.81	N			
01-18350	METERING & TECHNOLOGY SOL	1	751.19	N			
01-18410	REGIONAL CARE INC	1	32,017.90	N			
01-19280	PARAMOUNT LINEN & UNIFORM	3	442.00	N			
01-19570	AED PROFESSIONALS	3	1,256.74	N			
01-19590	COLONIAL LIFE	6	735.80	N			
01-19600	AMERITAS	4	382.30	N			
01-19980	JEO CONSULTING GROUP INC.	1	7,425.00	N			
01-20290	STRAIGHT-LINE STRIPING IN	1	7,586.35	N			
01-20340	NE WATER RESOURCES ASSOCI	1	105.00	N			
01-20660	NEMAHA SPORTS CONSTRUCTIO	1	15,000.00	N			
01-20850	DEARBORN LIFE INSURANCE C	1	3,535.27	N			
01-20980	IOWA PUMP WORKS INC	1	1,125.00	N			
01-20990	ROUNDHOUSE BUNKER GEAR SE	2	365.90	N			
01-21320	CULLIGAN	1	41.00	N			
01-21330	THOMAS MOMMENS	1	50.07	N			
01-21890	SWANK MOTION PICTURES INC	1	395.00	N			
01-22100	SLACK AUTO SUPPLY LLC	21	966.73	N			
01-22660	SPECTRUM ENTERPRISE	1	129.98	N			
01-22680	LIFEGUARD MD INC	1	144.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-22700	SPECTRUM BUSINESS	4	1,825.96	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	2	268.29	N			
01-23070	AMERICAN RED CROSS	1	40.00	N			
01-23350	YORK PUBLIC SCHOOLS	1	46,482.69	N			
01-23820	MACQUEEN EMERGENCY GROUP	1	7,150.00	N			
01-24120	FIRESPRING	2	280.00	N			
01-24310	MAVREENA HENDRICKS	1	42.97	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-24730	YORK COUNTY AG SOCIETY	1	829.67	N			
01-25080	DEARBORN NATIONAL-VOL FIR	1	83.60	N			
01-25290	SCOTT GONNERMAN	2	5,368.98	N			
01-25400	BURNHAM APPRAISAL CO	4	1,350.00	N			
01-25650	CARDMEMBER SERVICE	1	3,756.68	N			
01-25870	YORK SPRINKLER SYSTEMS	1	370.69	N			
01-26330	QUICK MED CLAIMS	2	7,751.30	N			
01-27210	MIDWEST AUTO PARTS INC.	4	205.71	N			
01-27220	MATTHEW FRANKEN	1	800.00	Y			
01-27280	YORK AREA SENIOR CENTER	1	600.00	N			
01-27330	RENEWED HORIZON	1	80.00	N			
01-27400	WY-AD ENTERPRISES LLC	1	105,131.75	Y			
01-27440	LIVE WELL COUNSELING CENT	1	625.00	N			
01-27570	LINCOLN CREEK ELECTRIC	1	423.46	Y			
01-27690	CRYSTAL COX	2	40.00	N			
01-27740	DENISE PFEIFER	1	54.32	N			
01-27760	LEVANDERS BODY SHOP	1	3,288.29	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
=====							
-----							
***	REPORT TOTALS	***	381	766,258.08			

SELECTION CRITERIA

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

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TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 7/16/2021 THRU 8/05/2021	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

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

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ORDINANCE NO. 2288

AN ORDINANCE TO AMEND A PORTION OF ARTICLE VI – “A-L” AGRICULTURAL DISTRICT, SECTION 3 – USE REGULATIONS; REPEAL OF ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Article VI – A-L Agriculture District is amended as follows:

Sec. 3 – Use Regulations:

(1) General agricultural operation:

(a) The words “Nebraska Department of Health and Human Services” shall be changed to “Nebraska Department of Environmental Quality”.

(b) This shall not include or permit:

(i) The spreading, accumulation, or use of manure or animal waste in any form on the surface of the land.

(ii) Any activity within three hundred (300) feet of a dwelling district, which activity is noxious or offensive by reason of dust, odor, or noise.

(4) The words “Nebraska Department of Health and Human Services” shall be changed to “Nebraska Department of Environmental Quality”.

(17)(t) is added to read as follows:

Public events that may or may not involve the payment of admission fees, to include but not be limited to outdoor arenas, tracks, concession buildings, restrooms, offices, spectator stands, livestock stables, and parking lots and areas.

Section 2. Except as amended herein, Article VI, 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 be in full force and effect from and after its passage, approval, and publication.

PASSED AND APPROVED by the York City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
C. Jean Thiele, City Clerk

F:\NET\NODE3\CHARLIE\YORK\ORDINANCES\AgriDistrict ORD.wpd



**“Parts & Smarts”  
Turn-key Contract  
with**

**City of York**



July 30, 2021



**Scope of Service:**

Multiple phases, Turnkey Contract.

**Phase I-**

Mechanical Design for converting the existing HVAC system from electric to gas heating.

**Phase II**

**HVAC & BAS Equipment for:**

- The three residential sized heat pumps will be replaced with gas/dx split system furnaces.
- The 25-ton heat pump will be replaced with a split system air handling unit incorporating DX cooling and hot water heating.
- A small wall hung boiler will be installed to provide hot water heating to the 25-ton air handling unit serving the main area.
- A small building automation system will be installed to control the heat pumps, boilers, and fresh air system.

**Phase III**

**Mechanical contractor specification design:**

- Develop “invitation to bid” document for the implementation of the project. Advertisement of project with proposals responses directly to the city with city to own contract. Facility Advocates will manage the contract and approve billing etc.

**Phase IV**

**Project Management:**

- Facility Advocates will manage the overall implementation of the entire project.

**Projected Schedule**

- Phase I – Engineering completed by August 15
- Phase II – Ordering of equipment and equipment shipped by September 1
- Phase III- Invitation bid for Implementation by September 5
- Phase IV – Project completed by October 15

**Pricing and Payment Schedule:**

Contract	Amount
Phase 1 (Eng.) & 4 (PM)	\$27,250
Phase 2 Equipment	\$95,000 (budget)
Phase 3 (Sub-contractor)	\$95,000 (budget)

Contract Payment Schedule	Amount	Payment Schedule-subcontract	Approx. Amount
August 2021	\$10,000	September 2021	\$40,000
September 2021	\$10,000	October 2021	\$40,000
October 2021	Approx. \$90,000	November 2021	\$15,000
November 2021	\$12,250		



**AGREEMENT IS SUBJECT TO CUSTOMER'S ACCEPTANCE OF THE ATTACHED TERMS AND CONDITIONS AND IS VALID 30 DAYS FROM PROPOSAL DATE:**

Submitted By: <b>Dave Raymond</b>	
	<i>Dave Raymond</i>
Customer Acceptance	Dave Raymond
Printed Name	Printed Name Principal
Title	Title 7/30/2021
Purchase Order	Signature Date
Acceptance Date	

**TERMS AND CONDITIONS**

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.

1. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances.
  
2. **INVOICING & PAYMENTS:** Facility Advocates will invoice per the payment term listed in the pricing schedule. Waivers of lien, if applicable, will be furnished upon request, as the work progresses; to the extent payments are received. If our invoice is not paid within 30 days of its issuance, it is delinquent. Invoices not paid within 60 days will bear interest at the rate of 1 ½% per month (18% annum).
  
3. **WARRANTY:** Facility Advocates warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. Facility Advocates will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. Facility Advocates will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by Facility Advocates is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. This warranty shall be in lieu of all other warranties, expressed or implied.
  
4. **LIABILITY:** Facility Advocates shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.



5. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by Facility Advocates or, alternatively, shall provide Facility Advocates with acceptable tax exemption certificates. Facility Advocates shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **PERMITS & FEES:** All necessary fees and permits are included in contract amount.
7. **DELAYS:** Facility Advocates shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Facility Advocates' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the purchaser, owner or other contractors or delays caused by suppliers or subcontractors of FACILITY ADVOCATES, etc.
8. **COMPLIANCE WITH LAWS:** Facility Advocates shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. This proposal does not include the amount for local or state permit fees or drawings, unless otherwise specified.
9. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse Facility Advocates for any and all reasonable attorney's fees which are incurred by Facility Advocates in the collection of amounts due and payable hereunder.
10. **INSURANCE:** Insurance coverage in excess of Facility Advocates' standard limits will be furnished when requested and required. No credit will be given or premium paid by Facility Advocates for insurance afforded by others.
11. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
12. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon Facility Advocates unless accepted by Facility Advocates in writing.
15. **LIEN NOTICE:** Upon acceptance of this proposal you will be sent the appropriate lien notice, if applicable. This lien notice will be for Facility Advocates' payment protection.



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

Addendum to "Parts and Smarts" Turn-key Contract with Facility Advocates

Phase I – Payment for engineering costs at completion of engineering in a single invoice.

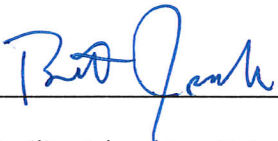
Phase III – The City must allow 20 days after publication of the invitation to bid for bids to be submitted. If bidding starts September 5<sup>th</sup>, the installation contract goes before the Council October 7<sup>th</sup>. If bidding begins by August 24<sup>th</sup>, the installation contract goes before the Council September 16<sup>th</sup>.

Phase IV – Project completed by October 29<sup>th</sup>.

Phase III & Phase IV – If installation cannot reasonably be completed by October 29th, Phase III and Phase IV move to a March/April timeline agreed on by both parties.

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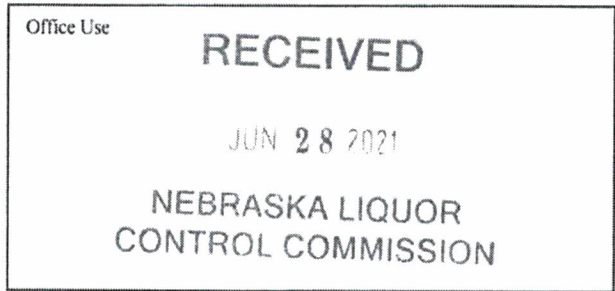
City of York, Date

 8-4-21

Facility Advocates, Date

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

---

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAIL COMPANY

---

Premise information

Liquor License Number: 107241 Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 1690

Premise Street Address: 1690 115 E NOBES RD

City: YORK County: YORK Zip Code: 684674313

Premise Phone Number: 4023626287

Premise Email address: MIKAEL.LAGE@CASEYS.COM

---

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

*Julia J. Jackowski* CASEY'S RETAIL COMPANY SECRETARY/OFFICER  
**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)



*0460  
2019*

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use  
**RECEIVED**  
JUN 28 2021  
NEBRASKA LIQUOR  
CONTROL COMMISSION

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAIL COMPANY

Premise information

Liquor License Number: 107242 Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 2015

Premise Street Address: 2015 1822 N LINCOLN AVE

City: YORK County: DODGE Zip Code: 680256005

Premise Phone Number: 4027271078

Premise Email address: MIKAEL.LAGE@CASEYS.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Julia J. Packowski CASEY'S RETAIL COMPANY SECRETARY/OFFICER  
**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)



0100  
0019

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: CARTER First Name: KRYSTAL MI: M  
Home Address: 1616 NW 54th Ct.  
City: Lincoln County: Lancaster Zip Code: 68528  
Home Phone Number: 515-782-2301  
Driver's License Number & State: [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Lincoln Nebraska  
Email address: KRYSTAL.CARTER@CASEYS.COM

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES  NO

Spouse's information

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Driver's License Number & State: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS  
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Palmyra, Ne.	2017	2018			
Bennet, Ne.	2011	2017			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2021	Casey's General Stores	Dave Johnson	605-370-4654
2008	2009	Picture Me Portraits	No longer in business	N/A

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Krystal Carter	Jan 2021	Lincoln Ne	SPD 11-15 MPH	Paid Citation

**2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?**

YES       NO

**IF YES, list the name of the premise(s):**

CASEY'S GENERAL STORES - MULTIPLE NEBRASKA STORES- PLEASE SEE LIST

**3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?**

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: 6/22/2021 Name on Certificate: Krystal Marie Carter

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
KRYSTAL MARIE CARTER	6/22/2021	RBST

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Krystal Carter Region Director	Aug 2009	Casey's General Stores Nebraska Locations

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

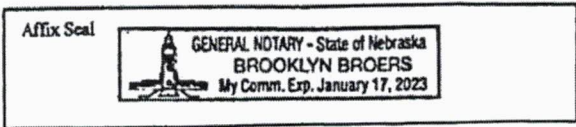
Ken Carter \_\_\_\_\_ Signature of Manager Applicant  
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska \_\_\_\_\_  
County of LANCASTER The foregoing instrument was acknowledged before me this

24<sup>th</sup> day of June, 2021 by KRYSTAL M. CARTER  
date NAME OF PERSON BEING ACKNOWLEDGED

[Signature]  
Notary Public signature

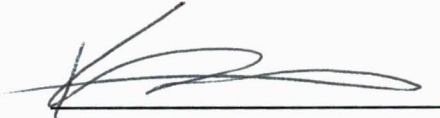


In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Jean Thiele  
City Clerk  
York, Nebraska

We hereby ask the City Council to Vacate the Alley running East and West between lots 6 and 7  
And 8 and 9. Block 64 Original township in York, Nebraska

Rosalluna + Rosa Gonzalez



A handwritten signature in black ink, appearing to read "Rosalluna + Rosa Gonzalez", written over a horizontal line.





**ORDINANCE NO. 2289**

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO VACATE AN ALLEY IN BLOCK 64, ORIGINAL TOWN, CITY OF YORK REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. The Following Ordinance is hereby enacted:

Vacate the alley running east and west between Lots 8 and 9  
And 6 and 7, Block 64, Original Town

Section 2: Title to the real estate vacated as set forth above shall revert to the owners of the abutting real estate, one-half on each side thereof, and shall become a part of such property.

Section 3: All ordinances or parts of ordinance in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this \_\_\_\_\_ day of August, 2021

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

ATTEST:

\_\_\_\_\_  
C. Jean Thiele, City Clerk

Resolution No. 2021-20

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF YORK, NEBRASKA, SPONSOR OF YORK MUNICIPAL AIRPORT, HELD ON \_\_\_\_\_, 2021.

The following resolution was introduced by \_\_\_\_\_, read in full, seconded by \_\_\_\_\_ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0104-017-2021 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL NON-DEVELOPMENT ECONOMIC ASSISTANCE FOR THE AIRPORT UNDER THE PROVISIONS OF THE FEDERAL ARPA ACT:

Be it resolved by the Mayor and members of the City Council of York, Nebraska, that:

1. The City of York shall enter into an Agency Agreement with the Department of Transportation, Aeronautics Division for Grant No. 3-31-0104-017-2021 for the purpose of obtaining Federal non-development economic assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of the City of York is hereby authorized and directed to execute said Agency Agreement on behalf of the City of York, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, \_\_\_ voted yea, and \_\_\_ voted nay, and the resolution therefore was declared passed and approved on \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**AGENCY AGREEMENT**  
**ARPA Act-Only Funded Non-Development Grant**

**Grant No. 3-31-0104-017-2021**

This is an agreement between the City of York, of York, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

**WHEREAS**, the Coronavirus Disease 2019 (COVID-19), has resulted in significant damage to the economy of the United States. In response, the US Congress has passed an economic rescue package called The American Rescue Plan Act; known as the ARPA Act; and

**WHEREAS**, the Federal Aviation Administration (FAA) has received funding from the United States general fund, pursuant to the ARPA Act, to assist airports in defraying a portion of that economic damage in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds; and

**WHEREAS**, the Airport Sponsor desires to utilize ARPA Act funding for lawful purposes other than airport planning, development, construction, or maintenance.

**THEREFORE**, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement, and with respect to the ARPA Act grant, are as follows:

- A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable grant costs, the Department shall reimburse itself for any such advancement out of

such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the grant. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department at all reasonable times.
- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all contracts and agreements arising from the Airport Sponsor's use of ARPA Act funds, and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the grant.
- E. The Department agrees to furnish all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services", free of charge.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.


"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the grant.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 23rd day of July, 2021.

(SEAL)



  
 \_\_\_\_\_  
 Director

Executed by the Airport Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Prepare and secure execution of Applications for Federal Assistance and associated documents.
2. Prepare and process program changes.
3. Process Grant Agreements and amendments.
4. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
5. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
6. Prepare and/or process other federal documents not otherwise specifically covered above.

**AGENCY AGREEMENT  
ARPA Act-Only Funded Non-Development Grant**

**Grant No. 3-31-0104-017-2021**

This is an agreement between the City of York, of York, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

**WHEREAS**, the Coronavirus Disease 2019 (COVID-19), has resulted in significant damage to the economy of the United States. In response, the US Congress has passed an economic rescue package called The American Rescue Plan Act; known as the ARPA Act; and

**WHEREAS**, the Federal Aviation Administration (FAA) has received funding from the United States general fund, pursuant to the ARPA Act, to assist airports in defraying a portion of that economic damage in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds; and

**WHEREAS**, the Airport Sponsor desires to utilize ARPA Act funding for lawful purposes other than airport planning, development, construction, or maintenance.

**THEREFORE**, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement, and with respect to the ARPA Act grant, are as follows:

- A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

**FIRST:** If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable grant costs, the Department shall reimburse itself for any such advancement out of

such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the grant. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department at all reasonable times.
- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all contracts and agreements arising from the Airport Sponsor's use of ARPA Act funds, and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the grant.
- E. The Department agrees to furnish all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services", free of charge.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the grant.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 23rd day of July, 2021.

(SEAL)



*[Handwritten Signature]*  
\_\_\_\_\_  
Director

Executed by the Airport Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RESOLUTION  
DO NOT SIGN**

\_\_\_\_\_  
Clerk

**RESOLUTION  
DO NOT SIGN**

\_\_\_\_\_  
Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Prepare and secure execution of Applications for Federal Assistance and associated documents.
2. Prepare and process program changes.
3. Process Grant Agreements and amendments.
4. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
5. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
6. Prepare and/or process other federal documents not otherwise specifically covered above.

## CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release ("Settlement Agreement") is entered into by and between Nemaha Landscape Construction, Inc. ("Nemaha"), City of York, Nebraska ("York") and Alfred Benesch & Company ("Benesch"). The term "Party" as used herein shall refer to Nemaha, York or Benesch, as may be appropriate. The term "Parties" as used herein shall refer to Nemaha, York and Benesch, collectively.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:
  - (a) At all times material hereto, Nemaha was engaged in the landscape and construction business and did work in Central Nebraska, including York County, Nebraska. York is a city incorporated under the laws of the State of Nebraska. Benesch is an Illinois corporation doing business as an engineering firm, does work in Nebraska and maintains an office in Lincoln, Nebraska.
  - (b) On or about March 20, 2015 York and Benesch entered into a consulting services agreement (the "Agreement"). Under the terms of the Agreement Benesch provided to York design and bidding services in connection with York's Baseball/Softball Complex project (the "Project"). Thereafter, York and Nemaha signed a contract on August 6, 2015 under which Nemaha agreed to act as the general contractor for the Project and to provide York with the necessary labor, equipment, material and work needed to complete the Project (the "Contract").
  - (c) In the fall of 2016, and towards the completion of the Project, defects appeared in the concrete slab in sixteen dugout areas and near the concession pavilion. A dispute arose between York and Nemaha as to the responsibility for paying for the necessary work and materials needed to correct the underlying issue which caused the defects. Nemaha believed it fully complied with all engineering and construction details of the Project, and York believed otherwise. Nemaha undertook repairs of all the concrete defects, and issued to York an invoice (the "Invoice") for

additional services in connection with the concrete repair totaling \$42,152.06. York denied responsibility for the concrete defects, and did not pay the Invoice.

(d) On April 5, 2019, Nemaha filed suit against York in the District Court of York County, Nebraska, Case. No. CI19-0000044. (the "Lawsuit"). In the Lawsuit, Nemaha alleged one cause of action for breach of contract, seeking damages in the amount of \$42,152.06. Further, and alternatively, it alleged it provided York with certain labor, materials, services and equipment beyond the original scope of the Contract, all which benefitted York, entitling Nemaha to recover the same amount of damages set forth above against York on the basis of quantum meruit. York denied the allegations of the Lawsuit, and filed a counterclaim against Nemaha for liquidated damages allowed under the Contract due to Nemaha's alleged, untimely completion of the Project.

(e) On February 8, 2021, York obtained leave to file a Third-Party Complaint against Benesch, seeking contribution and indemnity from Benesch pursuant to the terms of the Agreement. Benesch filed an Answer to the Third-Party Complaint denying any liability to York for contribution and/or indemnity.

(f) In order to avoid the cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Nemaha has or may have against the Released Parties (as defined in Section 5(a) below), and which York may have as against Nemaha or Benesch, as of the date of execution of this Settlement Agreement.

2. **Non-admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Nemaha signing this Settlement Agreement and complying with its terms, York and Benesch will also sign this Settlement Agreement and comply with its terms. The

Parties shall not at any time hereafter disparage or portray the other in a negative light.

(b) On the Effective Date of a fully-executed Settlement Agreement, York and Benesch shall pay Nemaha the total sum of THIRTY THOUSAND and 00/100 DOLLARS (\$30,000.00) (the "Settlement"), with York and Benesch each contributing the sum of FIFTEEN THOUSAND and 00/100 (\$15,000.00) to the Settlement.

4. **No Consideration Absent Execution of this Agreement.** Nemaha understands and agrees that it would not receive the consideration specified in Paragraph 3 above, except for its execution of this Settlement Agreement and the fulfillment of the promises contained herein. Further, by signing this Settlement Agreement, Nemaha agrees that it is not entitled to any payments and/or benefits that are not specifically listed in this Settlement Agreement.

5. **General Release of Claims-Nemaha.**

(a) In exchange for York and Benesch's promises contained in this Settlement Agreement, Nemaha, individually and on behalf of its affiliates, subsidiaries, divisions, predecessors, successors, officers, directors, agents and assigns, knowingly and voluntarily releases and forever discharges York and Benesch and their owners, affiliates, subsidiaries, divisions, predecessors, successors, insurers, and all current and former employees, attorneys, trustees, fiduciaries, administrators, officers, directors, and agents, both individually and in their business capacities (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, injuries, damages, remedies, attorney's fees and costs or any other losses which may be legally waived by private agreement, known and unknown, asserted and unasserted, which Nemaha has or may have against the Released Parties as of the date of execution of this Settlement Agreement which relate to the Project including, but not limited to,

- Any claim of any kind related to any action or activity taken by the Released Parties from February 8, 2015 through the date of execution of this Settlement Agreement;
- Any tort theory including but not limited to the torts of negligence, negligent or intentional misrepresentation, or intentional injury.

- Any contract claim, fiduciary duty claim, public policy claim, property damage claim, fraud claim;
- Any other claim based on the relationship, whether federal, state, local or common law; or
- Any claim for costs, fees, or other expenses, including attorneys' fees or costs incurred in these matters.

(b) Nemaha understands and agrees that it is releasing all known and unknown claims, promises, causes of action, or similar rights of any type that it may have against the Released Parties, from February 8, 2015, through the date it executes this Agreement.

(c) Nemaha is not waiving any rights it may have to enforce this Agreement, nor claims unrelated to the Project;

(d) Covenant not to Further Sue. Nemaha also agrees that it will not initiate or institute any legal action against the Released Parties based on any of the claims released herein.

#### 6. **General Release of Claims – York**

a. In consideration for Benesch's payment of FIFTEEN THOUSAND and 00/100 (\$15,000.00) towards the Settlement, York hereby releases and forever discharges Benesch, its heirs, executors, administrators, insurers, agents, and/or assigns, none of whom admit liability, from any and all claims, demands, damages, actions, causes of actions, or suits of indemnity and/or contribution which have resulted or may in the future develop from the underlying incidents more fully described in the pleadings in the above captioned lawsuit cited in paragraphs 1(d) and 1(e), above.

b. In consideration for Nemaha's release of claims as set forth in paragraph 5(a) above, York hereby releases and forever discharges Nemaha, its heirs, executors, administrators, insurers, agents, and/or assigns, none of whom admit liability, from any and all claims, demands, damages, actions, causes of actions, or suits which have resulted or may in the future develop from the underlying incidents more fully described in the pleadings in the above captioned lawsuit cited in paragraph 1(d) above.

**7. Acknowledgements and Affirmations.**

(a) Nemaha acknowledges and agrees that the benefits provided pursuant to this Agreement:

(i) are in full discharge of any and all liabilities and obligations of the Released Parties to Nemaha, monetarily or otherwise; and (ii) constitute full and final satisfaction and relief for any claim Nemaha has, had, or could have brought against the Released Parties.

(b) Nemaha warrants and represents that no other person or entity or third-party beneficiary has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, that it has the sole and exclusive authority to execute this Agreement and to receive the benefits specified in it, and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement. Nemaha further represents and warrants that upon payment of the consideration called for in Paragraph 3 of this Settlement Agreement, it will dismiss, with prejudice, the Lawsuit referenced in this Agreement. Likewise, York represents that upon payment to Nemaha of all settlement monies called for in this Agreement, it will dismiss, with prejudice, its Counterclaim against Nemaha and its Third-Party Complaint filed against Benesch contained in the Lawsuit. These facts are material to York and Benesch's decision to enter into this Agreement: Nemaha intends for York, and York intends for Nemaha and Benesch, to rely on these representations and warranties.

**8. Governing Law and Severability.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of Nebraska.

(b) Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language (Paragraphs 5 and 6), such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect. If Paragraph 5 and/or Paragraph 6 is declared void or unenforceable in whole or in part, the Parties agree to

negotiate new provisions that will best approximate their intent for Nemaha to execute a general release and covenant not to further sue in favor of the Released Parties to the fullest extent permissible by the law along with the other provisions of this Settlement Agreement that are not declared void.

9. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by all Parties wherein specific reference is made to this Settlement Agreement. This Settlement Agreement may not be modified, altered, or changed by electronic mail.

10. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.


(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall be construed as if all Parties prepared it jointly.

(d) If any Party fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not constitute a waiver of that term or of the Settlement Agreement.

11. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto, except those specifically identified in Paragraph 9, which are incorporated herein by reference. Each Party acknowledges that it has not relied on any representations, promises or agreements of any kind made to it in connection with its decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Nemaha Landscape and Construction, Inc

Executed on 7/15/2021 By:   
Its: President

City of York, Nebraska

Executed on \_\_\_\_\_ By: \_\_\_\_\_  
Title:

Alfred Benesch & Company

Executed on \_\_\_\_\_ By: \_\_\_\_\_  
Title:

ORDINANCE NO. 2290

AN ORDINANCE TO AMEND SECTION 37-18 TO REQUIRE CONNECTIONS FOR UTILITY SERVICE TO BE MADE UNDER THE SUPERVISION OF THE DIRECTOR OF PUBLIC WORKS; REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Section 37-18 is amended as follows:

Connections for any utility service furnished by the City shall be made only under the supervision of the Director of Public Works or his or her designee.

Section 2. All ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED by the York City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
C. Jean Thiele, York City Clerk

RESOLUTION NO. 2021-21

WHEREAS, the City of York has several streets that are need of replacement or overlay with concrete and/or asphalt; AND

WHEREAS, the City Council desires to obtain the best possible bids for said work; AND

WHEREAS, the City will need to bond said construction costs in order to pay for said improvements. NOW

THEREFORE, be it resolved by the Mayor and City Council that the City pursue the issuance of Highway Allocation Bonds in an amount not to exceed \$5,500,000 for said work.

Dated this \_\_\_\_\_ day of August, 2021.

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Barry Redfern, Mayor

ATTEST:

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C. Jean Thiele, City Clerk