

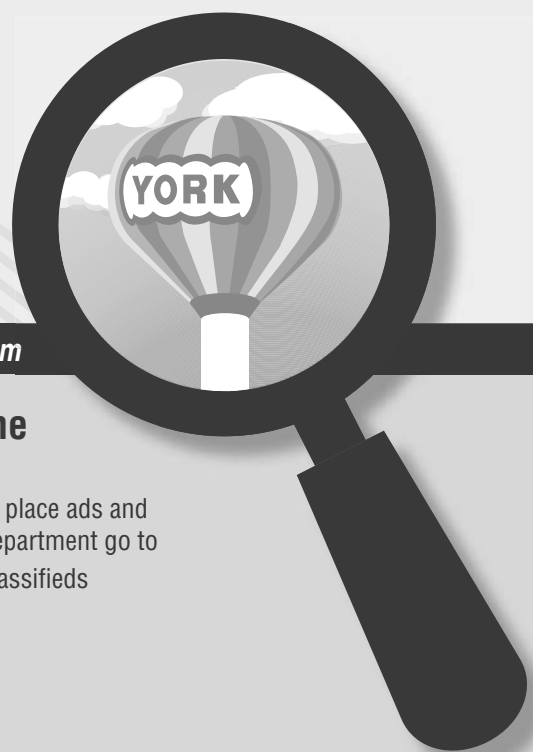
AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, March 30, 2023  
5:30 PM

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

1. The Open Meetings Act is posted on the West Wall
2. Notice of this meeting was published in the York News Times on March 23, 2023
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the March 16, 2023 meeting
6. Resolution 2023-2 - Adopt and approve an agency agreement with NDOT Aeronautics Division for the purpose of obtaining Federal assistance in the development of the airport (Grant No. 3-31-0104-018 (R04))
7. Resolution 2023-6 - Adopt and approve an agency agreement with NDOT Aeronautics Division for the purpose of obtaining Federal assistance in the development of the airport (Grant No. 3-31-0104-019 (PO2))
8. Adjournment

York News-Times

# Classifieds



www.YorkNewsTimes.com



## Place an Ad

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



## Publishing Deadlines

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



## Get Online

To read ads, place ads and contact the classified department go to [YorkNewsTimes.com/classifieds](http://YorkNewsTimes.com/classifieds)

**Employment**  
[yntjobseekers.com](http://yntjobseekers.com)

### 0100 ANNOUNCEMENTS

Wanted: 1972 Chevy Nova, sold at a used car lot in York around 1983. Silver w/black top. Any information, please contact: David Johnson 402-699-6081

### 0190 Personals

**DO YOU HAVE A QUESTION**

We Will Find The Answer Call THE WONDERLINE 402-362-4478

### 0242 Painting

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

### 0300 MERCHANDISE

PLEASE CHECK your classified ads for spelling or other errors (category, etc.) The York News-Times will only be responsible for a one day error.

We are buying damage grain. We will load it and haul it. 316-640-3203

### 0355 Pets & Supplies

DASH is a handsome guy who would like to be in a one cat home as he is a very spoiled boy. He wants all of the attention and doesn't like to share lap time. You can see all of the cats and kittens available through York Adopt a pet [www.yorkadoptapet.com](http://www.yorkadoptapet.com) You can go to our site and fill out an application. For more information about Dash, please call LaMoine 366-0533.



DAVID is a beautiful black cat. He is a bit shy but given time he will warm up and enjoy sitting with you. He likes to be cuddled and is fully vetted. You can see all of the cats and kittens available through York Adopt a pet [www.yorkadoptapet.com](http://www.yorkadoptapet.com) You can go to our site and fill out an application. For more information about Dash, please call LaMoine 366-0533.

**BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!**

**ClassiFINDS**

FOR TOTAL ACCESS!

### 0355 Pets & Supplies

**JERAD** is a very laid back guy, he gets along great with other cats. He has been with us for 18 months, or approximately 540 days. Don't you think he deserves a home before Christmas? He is neutered, has his necessary shots and would make a great addition to your family. He is in foster care and you can contact 402-366-0533 for more information. He is a YAAP cat, so you will need to fill out a form on our [yorkadoptapet.com](http://yorkadoptapet.com) site. Visit our web page to see all of our cats and kittens that are available for adoption.

OREO is a beautiful tuxedo. He has a great temperament. Plays well with other cats. Loves attention and is a sleek clean little guy. He had an injury to his back when he came to us, the vet thought that another animal had attacked him. He healed up quickly and you would never know that he had ever been an injured stray. He is in foster care and you can contact 402-366-0533 for more information. He is a YAAP cat, so you will need to fill out a form on our [yorkadoptapet.com](http://yorkadoptapet.com) site. Visit our web page to see all of our cats and kittens that are available for adoption.



Print and digitall. FOR TOTAL ACCESS!

### 0388 Miscellaneous

**FOR SALE: WIRE DOG KENNELS. SMALL, MEDIUM & LARGE AVAILABLE. CONTACT 402-710-8364**

### 0970 Pickups, 4x2 or 4x4



'15 Ford F-350 Super Duty XLT 4x4, 2dr regular cab, 8ft. LB SRW pickup, 6.2 V8 engine, new tires, 70K

**\$28,995**  
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

### 0991 Minivans, Buses, Vans



'16 Dodge Grand Caravan SE, Syow-N-Go Seats, middle row is a bench seat, fairly new tires, 103K.

**\$13,895**  
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

### 0995 Autos for Sale or Lease



'20 Nissan Versa SV, 4 door, FWD, 4 cyl with back up camera. 37k miles

**\$16,995**  
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

### 0099 LEGALS

**KOLEY JESSEN P.C., L.L.O., Attorneys**  
 1125 South 103rd Street, Suite 800  
 Omaha, Nebraska 68124  
**NOTICE OF ORGANIZATION**  
 The name of the Company is CT Enterprise LLC. The Designated Office of the Company is: 29 Eastridge Drive North, York, Nebraska 68467. The Registered Agent and Office of the Company is: Koley Jessen P.C., L.L.O., 1125 South 103rd Street, Suite 800, Omaha, Nebraska 68124. This limited liability company commenced business on March 17, 2023. March 23, 30, April 6 2023 ZNEZ

**FILLMAN LAW OFFICES, LLC**  
**AMENDED NOTICE OF FORMAL HEARING FOR COMPLETE SETTLEMENT AND DETERMINATION OF INHERITANCE TAX County Court of York County, Nebraska**  
 Estate of James F. Jose, Deceased  
 Estate No PR 22-45  
 Notice is hereby given that a final account and report of administration and a Petition for complete settlement, probate of Will, determination of heirs and determination of inheritance tax have been filed and are set for hearing in the County Court of York County, Nebraska, located at 510 Lincoln Avenue, York, Nebraska on April 17, 2023 at or after 9:30 o'clock

### 0099 LEGALS

A.M.  
 Stephanie Rice  
 Petitioner/Personal Representative  
 324 Walnut Street  
 York, NE 68467  
 Steven B. Fillman,  
 #20066  
 Attorney for Petitioner  
 507 N Lincoln Avenue  
 York, NE 68467  
 March 16, 23, 30, 2023 ZNEZ

Notice is hereby given that at 6:00 p.m. on Monday, March 27, 2023 in the Holthus Convention Center at 3130 Holen Avenue in York, Nebraska, the York County Planning Commission will hold public hearings on the potential new zoning regulations related to solar power. A copy of the Agenda for the Planning Commission Meeting including the public hearings is available for public inspection at the office of the York County Clerk. Copies of the proposed changes are available for public inspection at the office of the York County Zoning Administrator prior to said public hearing. All interested parties are invited to attend. March 23 ZNEZ

**NOTICE OF MEETING**  
 Notice is hereby given that a meeting of the Anna Bemis Palmer Museum Advisory Committee of the City of York, Nebraska, will be held on March 23, 2022 at 7:00 p.m. at the Anna Bemis Palmer Museum, 520 N. Grant, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available from Carrie Reimers, [creimers@cityofyork.net](mailto:creimers@cityofyork.net). March 23 ZNEZ

**NOTICE OF POSSIBLE QUORUM**  
 Notice is hereby given that a majority of the York City Council may attend a meeting of the Project Access York Public Input Session scheduled for March 30, 2023 from 4 pm to 7 pm to gather information about proposed pedestrian and bicycle trail improvements; Project Access York, a subject over which they have decision-making responsibility. Amanda Ring, City Clerk March 23, 2023 ZNEZ

### 0099 LEGALS

**NOTICE OF SPECIAL MEETING**  
 Notice is hereby given that a special meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, March 30, 2023 in Room K, Holthus Convention Center, 3130 Holen Ave, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk. Amanda Ring, City Clerk March 23 ZNEZ

### OPEN HOUSE FOR PROJECT ACCESS YORK

The City of York invites the public to an open house meeting Thursday, March 30th regarding proposed pedestrian and bicycle trail improvements occurring as part of Project Access York. The meeting will be from 4:00 to 7:00 p.m. at the Holthus Convention Center, 3130 Holen Ave. in York.

Details regarding the project will be available for viewing and personnel from the City of York, the Nebraska Department of Transportation (NDOT) and members from the consultant team will be available to answer questions, receive comments, and discuss aspects of the proposed trail project. Project Access York expands the current network of trails in the city and includes other pedestrian and bicycle infrastructure intended to improve safety including a pedestrian overpass over Highway 81. Funding for the project is provided by the federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program and a small local match. "This is such an exciting opportunity that will have a huge impact on our community," said Mayor Barry Redfern. He emphasized that the trails will

improve access to jobs and food for our residents, improve the safety of our kids biking to school or the pool and will encourage travelers to stop and stay here in York. Mayor Redfern encourages people to attend the public session. "We welcome and encourage your attendance and input." For those unable to attend, additional information on the project, as well as all meeting materials, will be available on the City's website after the meeting. For more information, please visit [www.cityofyork.net](http://www.cityofyork.net). FOR MORE INFORMATION: Sue Crawford (402-363-2600) ([scrawford@cityofyork.net](mailto:scrawford@cityofyork.net)) March 23, 2023 ZNEZ



# York News-Times

yorknewstimes.com

**CLASSIFIEDS**

**JNJ Tree Service LLC**  
 is ready to work for you. We are fully insured and family owned. Call us for a free quote for your tree removal, tree trimming, and shelter belt cleanup needs.  
**Call 402-604-8046**

**Cornerstone Bank York**  
 is taking applications for Part-time Cleaning position at the Main Bank. Monday-Friday 5:00-9:00 p.m. Applications can be submitted online at [www.cornerstoneconnect.com](http://www.cornerstoneconnect.com). Equal Opportunity Employer Veterans/Disabled

Cross County is currently looking to fill the position of  
**HEAD SOFTBALL COACH**  
 Cross County, Osceola and High Plains are currently in a coop. The Polk County Slammers finished the fall season as district champions and competed at State. The team is mainly composed of underclassmen so most of the roster will return. Pay is based on coaching experience and a percentage of base salary.  
 Interested candidates need to contact Superintendent Brent Hollinger at 402-764-5521 or [bhollinger@crosscounty.esu7.org](mailto:bhollinger@crosscounty.esu7.org).

**Equal Housing Opportunity**  
 All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free number for the hearing impaired is 1-800-927-9275. Any reader who suspects an advertiser has discriminated against them should contact the Nebraska Equal Opportunity Commission at (800) 642-6112 or the U.S. Department of Housing and Urban Development, Fair Housing Assistance Division at 800-669-9777.

**Immediate Availability for 2 and 3 Bedroom Units Rental Assistance Available to Qualified Applicants**  
 York Del Ray Plaza Townhomes  
 2220 N. Nebraska Ave. York, NE  
 Call Park Avenue Management at 712-274-7740 for an application  
 TTY: 1-800-833-7352  
 Equal Housing Opportunity - Handicapped Accessible

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

**MILITARY FIREARM COLLECTION LIVE & ONLINE 2-DAY AUCTION**  
**HAMILTON COUNTY FAIRGROUNDS FARR BLDG • 310 A ST • AURORA, NE**  
**APRIL 7 & 8, 2023**

**Friday, April 7 | Doors Open at 12:00pm 2:00pm Catalogued Live & Online Items Saturday, April 8 | 9:00am Uncatalogued Items 11:00am Remaining Catalogued Live & Online Items**  
**AUCTIONEERS NOTE:** More items of this quality to follow in upcoming auctions!  
**FIREARMS INCLUDE:** Baretta, Chinese, CZ, Czech, East German, Egypt, FEG/Romanian, Glock, HK Drum, Hungarian, Italian, Iver Johnson, Japanese, Mauser, Norinco, Polish, Remington, Romanian, Russia, SIG, Smith & Wesson, South African, Soviet, Spanish, Swedish, Swiss, Tokerov, Turkish, US, Vietnamese, Walther, Wards Westernfield Mod, Winchester, Yugo, Yugoslavian, Ammo & MANY other accessories.  
 Visit [www.cornwellauction.com](http://www.cornwellauction.com) for a full list & pictures!  
**AUCTIONEERS & CLERKS**  
 Clint Mickey 402-694-8470  
 Casey Cornwell 402-631-3254  
 Haley Bamesberger - 402-631-3147  
 Tom Cornwell • Dan Muirhead, Auctioneers  
[www.cornwellauction.com](http://www.cornwellauction.com)

**REGULAR MEETING**  
**CITY COUNCIL – YORK, NEBRASKA**  
**March 16, 2023**  
**5:30 PM**

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

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

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

Notice of this meeting was given in advance thereof by publication in the York News Times on March 9, 2023, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

**Minutes**

Motion to approve the minutes of the March 2, 2023 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

**Claims of Elected Officials**

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$1,810.36. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Stephen Postier: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$77,199.18. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

**Claims**

Motion to approve the claims for March 3, 2023 through March 16, 2023. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

**Department Activities Reports for February 2023**

Motion to approve the departmental activities reports for the month of February 2023. Ayes with a motion by Scott Van Esch and a second by Vicki Northrop. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

**Approve Cash Balances for February 2023**

Motion to approve the cash balances for the month of February 2023. Ayes with a motion by Jeff Pieper and a second by Tony North. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

### City Administrator Report

Dr. Sue Crawford informed the Council that on Thursday, March 30, 2023 from 4pm to 7pm, there will be a public input session for Project Access York, regarding the bike and pedestrian trails, at the Holthus Convention Center. There is also information on the City's website and a handout in the office for the EPA clean-up that has started. She shared that the 25th anniversary of the balloon water tower is this year.

#### Proposal with McCormick's Heating & Air for Senior Center

Dr. Sue Crawford told the Council that Dan requested a proposal from McCormick's because they won the bid for the hail damage repair that is also taking place at the Senior Center. She stated that it is in the City's best interest to waive the public bidding requirement and accept this proposal from McCormick's. Motion to approve the proposal from McCormick's Heating and Air for replacement of five gas furnaces at the Senior Center in the amount of \$26,700.00. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

#### Fun City Indoor Playground – bid from Orca Coast

Parks & Rec Director, Cheree Folts stated that three bids were received. Orca was the best option because all the playground options desired for this structure were included and it took up the least amount of space.

Motion to approve the bid from Orca Coast Playground for the Fun City Indoor Playground in the amount of \$75,000.00. Ayes with a motion by Tony North and a second by Stephen Postier.

Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

#### Ordinance No. 2346 – Corrected Pay Scale Effective 02/27/2023

### ORDINANCE NO. 2346

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

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2346. 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. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

Motion to approve Ordinance No. 2346 to adopt updated the pay range schedule for 2022-2023, effective February 27, 2023. Ayes with a motion by Stephen Postier and a second by Scott Van Esch.

Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

#### MOU for sale at Mincks Park to Steve Arens

Motion to approve the memorandum of understanding for the potential sale of approximately 40 acres northeast of Minks Park to Steve Arens for housing development. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

#### Public hearing - City of York One- & Six-Year Street Improvement Program:

The Mayor announced this was the time and place for the public hearing for the City of York's One and Six Year Street Improvement Program. James Paul spoke on the projects outlined in the Street Improvement Plan. Planning Commission reviewed the One and Six and recommended approval.

### Resolution No. 2023-1

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

That the One-and-Six Year Highway and Street Improvement Program of the City of York, Nebraska, is hereby adopted after due and legal publication of Notice of Public Hearing thereon as directed by the State Highway Commission and public hearing thereon and that this Resolution and documents attached thereto shall serve a certification of matters herein to said Commission as required by law, the passage hereof being prior to the anniversary date of original filing.

Motion to approve Resolution 2023-1 which adopts the One- and Six-Year Highway and Street Improvement Program for the City of York. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

Public hearing on preliminary and final plat:

The Mayor announced this was the time and place for a public hearing for the Grant Replat, City of York, York County, Nebraska. Dan Aude told the Council this plat is to combine seven parcels into one parcel. The Planning Commission reviewed and recommended approval.

Motion to approve the preliminary and final plat for Grant Replat, a replat of Lots 7 thru 13, Countryside View Estates Second Addition, located in the SE 1/4 of Section 24, Township 10 North, Range 3, West of the 6th PM, City of York, York County, Nebraska. Ayes with a motion by Jerry Wilkinson and a second by Vicki Northrop. Jennifer Sheppard: Absent, Matt Wagner: Absent, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:46 o'clock p.m.

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Amanda Ring, City Clerk

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Barry Redfern, Mayor

## **RESOLUTION 2023-2**

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0104- 018 (R04) TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

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 Project No. 3-31-0104-018 (R04) for the purpose of obtaining Federal assistance in the development of 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".

PASSED AND APPROVED THIS 30<sup>th</sup> day of March, 2023.

---

Barry Redfern, Mayor

Attest:

---

Amanda Ring, City Clerk

## AGENCY AGREEMENT

### Grant No. 3-31-0104-018 (R04)

This is an agreement between the City 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.

The Airport Sponsor desires to develop the York Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Department its proposed project for the development of said airport, and that such project has been approved by the Department, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

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 develop and 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 project of airport development, 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 2016), 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 project cost, 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 project. 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 construction and engineering contracts, all agreements related to the purchase of land 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 project.
- E. The Airport Sponsor agrees to reimburse the Department for its administrative costs of furnishing 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". Departmental administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Department to the Airport Sponsor.

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.

"Project" means a plan of action for the accomplishment of specific airport developments.

"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 project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

**RESOLUTION  
DO NOT SIGN**

---

Director

Executed by the Airport Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**RESOLUTION  
DO NOT SIGN**

---

Clerk

**RESOLUTION  
DO NOT SIGN**

---

Mayor

**EXHIBIT A  
AGENCY AGREEMENT  
ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.
11. Attend prebid and preconstruction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents. Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

|              |                              |
|--------------|------------------------------|
| Engineer VI  | Engineering Associate (all)* |
| Engineer V   | Engineering Aide (all)*      |
| Engineer IV  | Accountant (all)             |
| Engineer III | Accounting Clerk*            |
| Engineer II* | Attorney (all)               |
| Engineer I*  | Drafter (all)*               |

The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to 2 CFR Part 200 – States and Local Governments and Indian Tribe Indirect Proposals (formerly found in OMB A-87).

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Department.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Department policy for all users for operating a state automobile or using a state aircraft.

## AGENCY AGREEMENT

### Grant No. 3-31-0104-018 (R04)

This is an agreement between the City 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.

The Airport Sponsor desires to develop the York Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Department its proposed project for the development of said airport, and that such project has been approved by the Department, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

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 develop and 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 project of airport development, 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 2016), 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 project cost, 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 project. 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 construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division 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 project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing 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". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

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

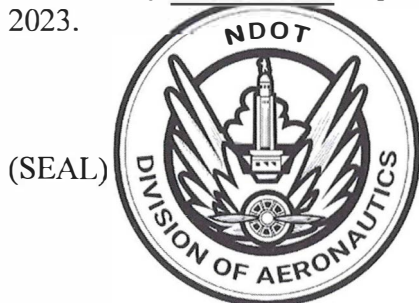
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

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

"Project" means a plan of action for the accomplishment of specific airport developments.

"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 project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 8<sup>th</sup> day of March 2023.



Andre B. Arman  
Deputy Director

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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

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

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.  
Provide U.S. Labor Department wage rate determinations.
11. Attend prebid and preconstruction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.  
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

|              |                              |
|--------------|------------------------------|
| Engineer VI  | Engineering Associate (all)* |
| Engineer V   | Engineering Aide (all)*      |
| Engineer IV  | Accountant (all)             |
| Engineer III | Accounting Clerk*            |
| Engineer II* | Attorney (all)               |
| Engineer I*  | Drafter (all)*               |

The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to 2 CFR Part 200 – States and Local Governments and Indian Tribe Indirect Proposals (formerly found in OMB A-87).

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Department.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Department policy for all users for operating a state automobile or using a state aircraft.

## **Resolution 2023-6**

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0104-019 (P02) TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

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 Project No. 3-31-0104-019 (P02) for the purpose of obtaining Federal assistance in the development of 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 March 30, 2023.

---

Barry Redfern, Mayor

Attest:

---

Amanda Ring, City Clerk

## AGENCY AGREEMENT

### Grant No. 3-31-0104-019 (P02)

This is an agreement between the City 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.

The Airport Sponsor desires to develop the York Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Department its proposed project for the development of said airport, and that such project has been approved by the Department, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

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 develop and 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 project of airport development, 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 2016), 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 project cost, 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 project. 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 construction and engineering contracts, all agreements related to the purchase of land 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 project.
  
- E. The Airport Sponsor agrees to reimburse the Department for its administrative costs of furnishing 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". Departmental administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Department to the Airport Sponsor.

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.

"Project" means a plan of action for the accomplishment of specific airport developments.

"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 project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

**RESOLUTION  
DO NOT SIGN**

---

Director

Executed by the Airport Sponsor this \_\_\_\_ day of \_\_\_\_\_, 2023.

**RESOLUTION  
DO NOT SIGN**

---

Clerk

**RESOLUTION  
DO NOT SIGN**

---

Mayor

**EXHIBIT A  
AGENCY AGREEMENT  
ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.
11. Attend prebid and preconstruction conferences.
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13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

|              |                              |
|--------------|------------------------------|
| Engineer VI  | Engineering Associate (all)* |
| Engineer V   | Engineering Aide (all)*      |
| Engineer IV  | Accountant (all)             |
| Engineer III | Accounting Clerk*            |
| Engineer II* | Attorney (all)               |
| Engineer I*  | Drafter (all)*               |

The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to 2 CFR Part 200 – States and Local Governments and Indian Tribe Indirect Proposals (formerly found in OMB A-87).

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Department.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Department policy for all users for operating a state automobile or using a state aircraft.

## AGENCY AGREEMENT

### Grant No. 3-31-0104-019 (P02)

This is an agreement between the City 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.

The Airport Sponsor desires to develop the York Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

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- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the project. 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.

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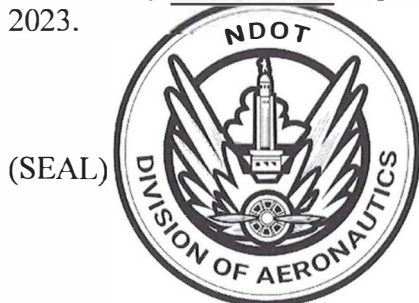
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"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 8<sup>th</sup> day of March 2023.



Andre B. Arman  
Deputy Director

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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

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

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
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5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
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7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
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**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

|              |                              |
|--------------|------------------------------|
| Engineer VI  | Engineering Associate (all)* |
| Engineer V   | Engineering Aide (all)*      |
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The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to 2 CFR Part 200 – States and Local Governments and Indian Tribe Indirect Proposals (formerly found in OMB A-87).

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