

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, April 6, 2023
5:30 PM

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

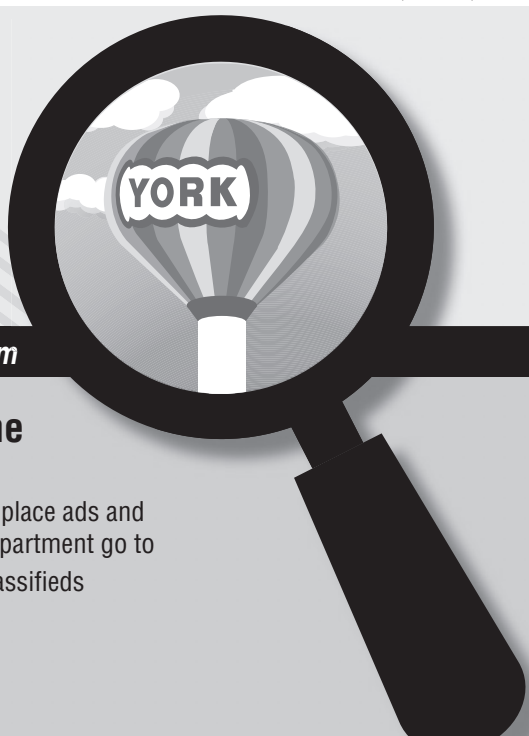
1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Notice of this meeting was published in the York News Times on April 1, 2023
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the March 30, 2023 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,654.89
 - 6.2. Claim for Stephen Postier of the York County Development Corporation in the amount of \$8,333.34
 - 6.3. Claim for Stephen Postier of Henderson State Bank in the amount of \$169,992.16
7. Claims for the period of March 17, 2023 through April 6, 2023
8. City Administrator Report
9. 2022 Annual Report from Fire Chief, Tony Bestwick
10. Presentation from Betty Gillespie, with the National Historical Registry, to discuss the listing of the Auditorium on the National Register of Historic Places
11. Approve submission of a Letter of Map Change for City of York Tributary A to Federal Emergency Management Agency
12. Resolution 2023-7 - to authorize the acceptance of a 2023 Healthy Cities Campaign Grant in the amount of \$30,000 to provide outdoor fitness equipment that's accessible to

residents; conditional on 2023-2024 budget approval of the City's expense

13. Resolution 2023-3 - Authorize the Mayor to sign the Preliminary Engineering Services Agreement between the City of York and Olsson for NDOT Project DPS-93(15), York Pedestrian Trail
14. Resolution 2023-4 - Authorize the Mayor to sign the Professional Services Agreement with Olsson to provide Environmental services for NDOT Project DPS-93(15), York Pedestrian Trail
15. Resolution 2023-5 - Authorize the Mayor to sign the Project Program Supplemental Agreement No. 1 between the City of York and NDOT - NDOT Project DPS-93(15), Project Access York
16. Public Hearing to consider the acquisition of real estate by the City of York:
 - 16.1. Ordinance No. 2347 - Authorize the purchase of real estate by the City of York for Lots 3 through 12, Block 18, New York Addition, City of York, York County, Nebraska; address 1714 N. Lincoln Ave
 - 16.1.1. Consider suspending the rules for Ordinance No. 2347
 - 16.1.2. Passage of Ordinance No. 2347
17. Ordinance No. 2348 - Authorize the sale of Lots 1 and 2, Block 1, Mansfield Subdivision, City of York, York County, Nebraska to Daniel and Sheri Smith
 - 17.1. Consider suspending the rules for Ordinance No. 2348
 - 17.2. Passage of Ordinance No. 2348
18. Consider going into closed session to discuss potential changes in Tax Increment Financing
 - 18.1. Motion to enter into closed session to discuss potential changes in tax increment financing
 - 18.2. Motion to come out of closed session
19. 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 and check out our classified link



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 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

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Employment
yntjobseekers.com

0242 Painting

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

0355 Pets & Supplies



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 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!!



0345 Garage Sale-Out of Town

Two Events, One Weekend in Beaver Crossing!

Spring Fling Antique Thing
 April 15, from 9:00am-4:00pm, on the grounds of 910 Dimery Ave. Multiple antique dealers, farm fresh goods, food trucks, homemade pie slices, and more! Join us for open acoustic jams at 10 and 2 - bring an instrument or just sing along!

Garage Sales April 14 / 15
 watch for the yellow signs, plus tables will be set up inside the fire barn.

0657 Business Opportunities

PARTNER WANTED for New, Used Book Store, in York. Contact Ken for more info at alleykat51@hotmail.com or stop by 420 N. Grant Ave York, NE



0970 Pickups, 4x2 or 4x4



'02 Ford F-150 Lariat 4dr SuperCrew, 4WD Style-side SB, leather seats, 277K

\$5,995

Call Tim at 308-624-0055
 or Kerwyn 308-390-8925



0980 Sport Utility Vehicles



'07 Jeep Grand Cherokee Laredo 4dr SUV 4WD, great running, 91K

\$8,995

Call Tim at 308-624-0055
 or Kerwyn 308-390-8925



'12 Chevrolet Equinox LT 4dr SUV w/aLT, FWD, Backup Camera, navigation, XM radio, 168K.

\$6,995

Call Tim at 308-624-0055
 or Kerwyn 308-390-8925



0991 Minivans, Buses, Vans



'11 Chrysler Town and Country Touring 4dr mini-Van, 3 rows, Stow-N-Go seats, power windows and locks, 174K

\$5,995

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.

\$12,995

Call Tim at 308-624-0055
 or Kerwyn 308-390-8925



2010 Honda Odyssey EXL Wheelchair Accessible Lowered floor Power in floor ramp Removable front seats Leather interior (heated) Backup camera 4 Q'Strain retractable tie downs 83,435 one owner miles \$27,900 or trade 308-340-2774

Mobility Motoring
 McCook 308-340-2774

0995 Autos for Sale or Lease



'18 Ford Taurus SEL 4dr Sedan, front wheel drive, 27mpg, brand new tires, keyless entry, remote start, 3.5i V6, 81K.

Just Reduced \$15,995

Call Tim at 308-624-0055
 or Kerwyn 308-390-8925



'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



0995 Autos for Sale or Lease



'99 Buick Park Avenue 4dr Sedan, 3.8l motor, heated seats, power windows and locks, tilt, cruise, 125K.

\$4,995

Call Tim at 308-624-0055
 or Kerwyn 308-390-8925



0099 LEGALS

ALAN WOOD LAW, LLC, LLO
 2115 South 214th Street Eagle, Nebraska 68347

NOTICE OF ORGANIZATION OF LU Gene Family Farm, LLC

1. The name of the limited liability company is: LUGene Family Farm, LLC (the "Company")
 2. The initial designated office of the Company is: 1224 S. Grant Ave., York, NE 68467
 3. The initial Registered Agent of the Company is Gregory G. Bergen whose address is 1224 S. Grant Ave., York, NE 68467.
 4. The purpose for the which the Company is organized is to engage in the transaction of any lawful business and the performance of any lawful activities that a limited liability company may engage in under the laws of the State of Nebraska.
 5. The Company commenced its existence on March 21, 2023, and shall have perpetual existence unless dissolved in accordance with its Certificate of Organization its Operating Agreement or the Limited Liability Company Act. Unless otherwise provided in the Company's Operating Agreement.
 6. The affairs of the Company shall be managed by its members. April 1, 8, 25 ZNEZ

NOTICE OF MEETING

Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, April 6, 2023 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk.

March 30, ZNEZ
 Amanda Ring, City Clerk

NOTICE OF SCHOOL BOARD MEETING

Notice is hereby given that upon proper call, meetings of the Board of Education of York County School District 012, a/k/a York Public Schools, will be held on April 11, 2023 at 12:00pm, and April 24, 2023 at 7:00pm at the York Public Schools District Office - 1715 North Delaware Avenue, York, Nebraska which meeting is open to the public. A current agenda is available for public inspection at the office of the Superintendent of Schools in York, Nebraska.

0099 LEGALS

Gayla K Knight, Secretary York County School District 012 a/k/a York Public Schools

April 1 ZNEZ

NOTICE TO AIRPORT CONSULTANTS

The City of York, NE Airport (Sponsor) is hereby soliciting Statement of Qualifications from consultants for airfield development projects that are anticipated to occur within the next five years at the York Municipal Airport (JYR) located in York, Nebraska. Subject to receipt of Federal funding and/or State funding, these projects may include the following:
 1. Development of Airport Layout Plan and Narrative or Master Plan
 2. Prepare an Exhibit "A" Property Map
 3. Perform an aeronautical survey
 4. Perform/Prepare Environmental Assessments, Environmental Impact Statements, and other environmental studies in accordance with FAA orders 5050.4 and 1050.1
 5. Land Acquisition as needed
 These projects have been developed from the Sponsor's Airport Capital Improvement Plan (CIP), prepared with assistance from the NDOT Division of Aeronautics. A copy of each project CIP Data Sheet will be made available upon request.
 The services to be provided may include, but are not limited to, preliminary design, final design, bidding, construction observation, and incidental special services such as geotechnical/subsurface investigations and topographic surveying.
 A qualification-based selection process conforming to FAA Advisory Circular 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects will be utilized to select a consultant. Fee information will not be considered in the selection process and shall not be submitted with the Statement. Fees will be negotiated for projects as federal funds become available. The agreement(s) between the Sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150 /5100-14E
 Consultants will be rated by a selection committee according to the following selection criteria and the weight given to each:
 1. Capability to perform all aspects of the projects (15%) - qualifications of prime firm (and subconsultants, if any);
 2. Relevant experience of key personnel from prime firm (and subconsultants, if any) and role (17%);
 3. Knowledge of FAA standards, policies, and procedures (20%);
 4. Recent experience

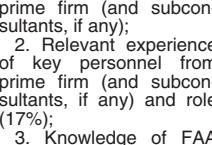
with comparable projects at similarly sized airports (14%);
 5. History of meeting schedules and staying within budget (14%); and
 6. Understanding of the project's potential challenges and Sponsor's concerns (20%).
 The Sponsor intends to short list up to 3 of the highest rated firms based on the submittals and conduct phone, informal, and/or formal interviews. Statements must be concise and contain no more than twenty-eight (28) pages of material (14 sheets of paper, double sided). This excludes the front and back covers, the two-page cover letter (1 sheet of paper, double sided), table of contents, section dividers, and resumes. Consultants must submit 5 hard copies of their Statement and a PDF of their Statement (submitted via email to the following person: Sue Crawford, P.O. Box 276, York, NE 68467 scrawford@cityofyork.net)
 All statements must be received by 5:00 p.m. on April 21, 2023. Statements received after this deadline will not be considered. The Sponsor reserves the right to reject any and/or all Statements. Submittals will become property of the Sponsor.
 Statements are to be provided in a package marked with "Airport Statement of Qualifications" and the sender's name and address. Please make the email subject line: "Airport Statement of Qualifications" and request delivery/read receipts to confirm it was received on time.
 Inquiries
 All questions must be submitted via email to the above contact by 5:00 p.m. on April 12, 2023. Answers will be sent via reply email no later than 5:00 p.m. on April 14, 2023. For more information, please contact Sue Crawford at (402) 363-2600/scrawford@cityofyork.net or James Paul at (402) 363-2600 /jpaul@cityofyork.net
 March 31, April 1, April 4, April 5 and April 6 ZNEZ

resulting foundation holes
 •Demolition of one (1) garage and any other out buildings and contents
 •Removal of lumber, trash or any other items /conditions identified as a nuisance on the property grounds
 Contractor shall leave all existing trees in place and the site shall be as bare ground. Prior to any work commencing on the properties, the Village of Gresham will provide confirmation that the water and sewer lines are unhooked and out of services, and that all electrical power has been disconnected to both properties.
 Interested Contractors shall provide the Village of Gresham with a written quote on a fully executed Bid Form. All proposals must be provided by a hard copy, enclosed within a sealed envelope and clearly labeled "Nuisance Abatement - 2315 Highway 69", by a deadline of April 24, 2023
 April 1, 8 ZNEZ

NOTICE TO BIDDERS

The Village of Gresham Nebraska is soliciting bids for Contractors interested in providing nuisance abatement services at 2315 Highway 69 in Gresham, Nebraska.
 Interested Contractors should contact the Village Clerk in advance of bidding to understand the scope of the project. Interested Contractors shall abate all nuisances as identified by the Village including, but not limited to, the following:
 • Removal of trash, rubbish, and any other items/conditions identified as a nuisance on the property grounds, specifically including, but not limited to construction materials, tires, and an accumulation of items on the front porch
 • Mowing services to cut vegetation in violation of the Village's ordinance for overgrown vegetation. Overgrown vegetation is primarily grass and weeds, but can also include unbridled growth of wild vines, shrubs, or other vegetation;
 • Removal of downed limbs, trash, debris, open storage, and other debris and yard waste, when necessary, this may include minor trimming/removal of tree branches and other items.
 Contractor shall leave all existing trees in place. Interested Contractors shall provide the Village of Gresham with a written quote on a fully executed Bid Form. All proposals must be provided by a hard copy, enclosed with-

FOR SALE BY OWNER OPEN HOUSE



2715 PARKVIEW DRIVE CENTRAL CITY, NE
 Sunday April 2 1:30pm-3:30pm
 See Craig's List For Pictures

0099 LEGALS

Gayla K Knight, Secretary York County School District 012 a/k/a York Public Schools

April 1 ZNEZ

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 March 31, April 1, April 4, April 5 and April 6 ZNEZ

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REGULAR MEETING
CITY COUNCIL – YORK, NEBRASKA
March 30, 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.

Mayor: Barry Redfern: Present. Councilmembers: Matt Wagner: Present, Jeff Pieper: Absent, Scott Van Esch: Absent, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Sue Crawford, Public Works Director James Paul and City Clerk Amanda Ring.

The Mayor announced that the Open Meetings Act was posted on the West Wall of Room K at the Holthus Convention Center.

Notice of this meeting was given in advance thereof by publication in the York News Times on March 23, 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 16, 2023 meeting. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Jeff Pieper: Absent, Scott Van Esch: Absent, Matt Wagner: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Resolutions for Airport Funding

James Paul explained and answered questions regarding both resolutions presented.

Resolution No. 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".

Exhibit "O"

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.

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.

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

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".

Exhibit "O"

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 "O"

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 "O"

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.

Following discussion there was a motion to approve Resolution 2023-6 to 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)). Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jeff Pieper: Absent, Scott Van Esch: Absent, Matt Wagner: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:35 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	2	3,794.27	N		
01-00010	GALE	5	297.67	N		
01-00090	THE HOME DEPOT PRO	3	2,705.57	N		
01-00110	MATHESON TRI-GAS	4	340.27	N		
01-00120	JACKSON SERVICES INC	16	1,060.21	N		
01-00150	MISSIONSQUARE RETIREMENT	4	1,541.35	N		
01-00180	AGRI-PRODUCTS, INC.	1	550.05	N		
01-00210	EAKES OFFICE PLUS	2	1,599.55	N		
01-00230	CORNHUSKER STATE IND.	1	9.25	N		
01-00290	NORTH PRINTING & OFFICE S	11	1,654.89	N		
01-00300	BLACK HILLS ENERGY	13	18,313.88	N		
01-00340	BOUND TREE MEDICAL LLC	4	1,197.31	N		
01-00360	CITY OF YORK	3	31,094.84	N		
01-00400	BEAVER BEARINGCOMPANY	1	40.21	N		
01-00540	GLOBAL TECH, INC.	4	8,374.52	N		
01-00630	MUNICIPAL SUPPLY OF NE	1	279.17	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	4,442.26	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00710	OVERLAND SAND & GRAVEL	6	6,503.68	N		
01-00740	TK ELEVATOR CORP	2	1,462.68	N		
01-00780	PRESTO X COMPANY	4	219.45	N		
01-00800	BURST, LLC	34	1,074.37	N		
01-00960	GRAINGER	1	286.16	N		
01-01090	BAKER & TAYLOR, INC	5	1,161.23	N		
01-01290	GRAND CENTRAL FOODS, INC.	10	580.70	N		
01-01330	JLC, INCORPORATED	7	304.35	N		
01-01350	PROTEX CENTRAL INC.	2	660.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01390	AFLAC	4	690.72	N			
01-01420	NE CHILD SUPPORT PAYMENT	1	259.04	N			
01-0145	ANTHONY BESTWICK	1	61.45	N			
01-01460	PERENNIAL POWER	2	16,990.84	N			
01-01470	SERVI-TECH LABORATORIES	2	196.00	N			
01-01490	NE DEPT OF REVENUE	2	8,273.87	N			
01-01640	INTERNAL REVENUE SERVICE	4	46,568.90	N			
01-01650	UNION BANK	5	29,502.90	N			
01-01670	FRATERNAL ORDER OF POLICE	3	1,170.00	N			
01-0168	BRIT A KOCH	1	61.84	N			
01-01690	UNITED FUND	3	60.00	N			
01-01750	NEBRASKA PUBLIC HEALTH EN	2	301.00	N			
01-01841	CORNERSTONE BANKTRUST	1	241,105.00	N			
01-01990	WAGNER DECORATING	1	49.99	N			
01-02010	YORK EQUIPMENT, INC.	3	167.55	N			
01-02040	YORK NEWS-TIMES	1	290.99	N			
01-02090	JM MONOGRAMS, INC.	1	77.75	N			
01-02210	KING'S GLASS	4	34,562.24	N			
01-02230	MCCORMICK HEATING & AC	11	46,903.06	N			
01-02250	MILLER SEED & SUPPLY CO	7	295.88	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	5	5,089.90	N			
01-02560	CITYSERVICEVALCON LLC	1	27,074.39	N			
01-02590	ADOPT A PET	1	3,333.34	N			
01-02650	O'REILLY AUTO PARTS	3	68.11	N			
01-02730	SCHOOL DISTRICT OF YORK	1	68.00	N			
01-03240	YORK COUNTY DEVELOPMENT C	1	8,333.34	N			
01-03260	HOMETOWN LEASING	3	247.07	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-03380	POWER SERVICE INC	3	1,340.08	N		
01-0357	BRETT SORENSEN	1	78.40	N		
01-03590	PENNER'S TIRE & AUTO	1	30.12	N		
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00	N		
01-04050	GALLS INCORPORATED	4	538.56	N		
01-05150	LEE ENT SUBSCRIPTIONS	1	156.19	N		
01-05310	SAPP BROTHERS PETROLEUM,	6	3,662.83	N		
01-05380	NE STATE FIRE MARSHAL	1	120.00	N		
01-05400	YORK BOOT NREPAIR	1	1,350.00	Y		
01-05600	YORK GENERAL HOSPITAL	1	3,437.40	N		
01-05870	WEX BANK	1	8,738.74	N		
01-06230	NEBRASKA FIRE SPRINKLER C	1	270.00	N		
01-06370	HEIMAN FIRE EQUIPMENT, IN	2	1,868.54	N		
01-06410	CASH-WA DISTRIBUTING	2	851.93	N		
01-06490	CROSSROADS AWARDS	1	75.00	Y		
01-06530	YORK COUNTY MUTUAL AID DI	1	500.00	N		
01-06630	FASTENAL	1	5.30	N		
01-06970	NISSAN ELETRIC	1	2,773.80	Y		
01-07140	ELECTRONIC SYSTEMS, INC	1	119.00	N		
01-25620	YOUNG PROFESSIONALS	1	120.00	N		
01-08290	POLLARDWATER.COM	1	158.95	N		
01-08400	CREDIT MANAGEMENT SERVICE	1	63.99	N		
01-09090	WINDSTREAM	4	977.72	N		
01-09110	HY-TEC AUTO SERVICE	1	845.41	N		
01-1	MISCELLANEOUS VENDOR	3	175.00	N		
01-10110	BADGER METER INC	1	291.80	N		
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-10840	TOTAL ADMINISTRATIVE SERV	3	3,524.53	N		
01-10860	HITZ TOWING	2	346.89	N		
01-10880	RASMUSSEN MECHANICALSERV	3	8,934.25	N		
01-11010	VERIZON	1	1,080.48	N		
01-11220	PAUL DAVIS RESTORATION &	1	400.00	N		
01-11590	HENDERSON STATE BANK	4	169,992.16	N		
01-13100	RON & JERRY'S INC	1	141.00	N		
01-14410	LINCOLN WINWATERWORKS	1	375.07	N		
01-25020	911 YORK COUNTY COMM.	1	138,852.88	N		
01-14470	FARMERS COOPERATIVE	1	53.00	N		
01-14850	CHEREE FOLTS	1	40.00	N		
01-14880	ALFRED BENESCH & CO	2	45,410.00	N		
01-15300	EZ FACILITY INC.	3	8,051.67	N		
01-15710	CRITEL ENTERPRISES LLC	1	876.06	Y		
01-15900	ARAMARK UNIFORM SERVICE	2	485.75	N		
01-15930	STERICYCLE INC	1	438.28	N		
01-16010	CHEMSEARCH	1	249.90	N		
01-16050	DAWSON ELECTRIC INC	1	1,600.00	N		
01-16710	ONE CALL CONCEPTS INC	1	277.84	N		
01-16900	AQUA-CHEM INC	2	2,229.10	N		
01-17830	NORTH AMERICAN DIRECTORY	1	682.99	N		
01-18330	UNGERBOECK SYSTEMS INTERN	1	8,016.96	N		
01-18350	METERING & TECHNOLOGY SOL	1	2,797.64	N		
01-18410	REGIONAL CARE INC	1	40,925.63	N		
01-19070	SCHOCH CONCRETECONSTRUCT	1	56,862.00	Y		
01-19590	COLONIAL LIFE	4	766.76	N		
01-19600	AMERITAS	9	998.40	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-19670	RADIOLOGY ASSOCIATES PC	1	442.00	N		
01-20850	DEARBORN LIFE INSURANCE C	1	4,445.74	N		
01-21320	CULLIGAN	1	15.00	N		
01-21410	CCP INDUSTRIES	1	120.28	N		
01-22050	HEAVY METAL SUPPLY CO	1	89.75	N		
01-22100	SLACK AUTO SUPPLY LLC	6	480.50	N		
01-22630	SUNSET LAWENFORCEMENT	1	558.90	N		
01-22700	SPECTRUM BUSINESS	1	1,058.92	N		
01-23490	CORNHUSKER INTERNATIONAL	1	314.00	N		
01-24120	FIRESRING	1	160.00	N		
01-24290	O'HARE PHOTOGRAPHY LLC	1	50.00	N		
01-25080	DEARBORN NATIONAL-VOLFIR	1	182.40	N		
01-25650	CARDMEMBER SERVICE	1	3,930.23	N		
01-25730	MUNSTER TINT & VINYL LLC	1	120.00	N		
01-26010	SOARIN GROUP	1	764.30	N		
01-26020	POMP'S TIRE SERVICE INC	1	258.96	N		
01-26480	CONNER PSYCHOLOGICALSERV	1	425.00	N		
01-26510	QUADIENT LEASING	1	686.46	N		
01-26770	MATT'S WELDING	2	830.00	Y		
01-26950	BLUE VALLEY PUBLIC SAFETY	1	3,885.00	N		
01-26980	PATINA STUDIOS	1	5,989.23	N		
01-27210	MIDWEST AUTO PARTS INC.	24	1,715.36	N		
01-27330	RENEWED HORIZON	1	80.00	N		
01-27490	SUE CRAWFORD	1	148.62	N		
01-27690	CRYSTAL COX	1	20.00	Y		
01-27740	DENISE PFEIFER	1	62.23	N		
01-27890	DAN AUDE	1	159.82	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-28000	FRANK BILLINGTON	2	90.29	Y			
01-28230	STANDARD INS CO	1	3,514.06	N			
01-28510	LEE ENT ADVERTISING	2	2,069.00	N			
01-28540	AMAZON BUSINESS	8	420.29	N			
01-28630	SIMS U SHARE	1	179.95	N			
01-28650	AMANDA RING	1	222.70	N			
01-28730	PRIMARY PHARMACEUTICALS	1	106.06	N			
01-28760	DEE DEE NOVOTNY	1	55.73	N			
01-29330	COLONIAL RESEARCH	1	166.43	N			
01-29420	STRONG1 LLC	1	37,275.00	N			
01-29530	PCM MAINTENANCE	1	1,664.15	N			
01-29610	BENEFIT PLANSADMINISTRAT	1	24,518.95	N			
01-29780	MOTOROLA SOLUTIONS INC	1	13,000.00	N			
01-29910	MAMMOTH SPORTS CONSTRUCTI	1	1,900.00	N			
01-29970	AUTO ZONE	17	961.58	N			
01-29980	BOMGAARS	1	79.98	N			
01-30020	WSKF ARCHITECTS	1	325.00	N			
01-30030	LINCOLN CHILDRENS MUSEUM	1	190.00	Y			
01-30060	METROPOLITAN COMMUNITY CO	1	4,200.00	N			
01-30070	STREET COP TRAINING	1	199.00	N			
01-30100	ORCA COAST PLAYGROUND LTD	1	37,500.00	N			
01-30110	JANEY DUE	2	149.07	N			
01-30120	SETH PETERSEN	1	65,000.00	N			
01-30130	ROAD 6 CUSTOMS	1	37.89	N			
01-30140	SWEDE CAPITAL DRYWALL LLC	1	1,196.40	N			
01-30150	CARRIE REMMERS	2	80.16	N			
01-30160	MCLEAN BEEF INC	1	37.63	N			

SORTED BY VENDOR

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

*** REPORT TOTALS ***		428	1,310,484.41				
	Payroll		162,652.45				
	Total		1,473,136.86				

SELECTION CRITERIA

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

TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 3/17/2023 THRU 4/06/2023	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

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



Fire Department
815 N. Grant Ave.
York, NE 68467

York Fire Department 2022 Year End Report

What a year 2022 ended up being. While setting a record for the number of calls for service at 1655, our volunteers also set a record for responses to the station to assist at 1021. From our 2021 total calls we went up over 200 calls or 14%. Our reliance on our volunteers went up 66% from 2021 when our volunteer responses were 615. So why are our numbers up? Our elderly population is growing and staying in their homes longer. More reliance on York Fire for many different types of calls. Behavioral calls are on the rise. Our transfer numbers are down this year. This has a lot to do with our receiving hospitals in Lincoln being full most of the fall and winter.

In January of 2022 we finished our paramedic refresher for this renewal period. CPR was taught to those needing it and our annual bloodborne pathogens and HIPPA refresher. In February our EMT's started their yearlong monthly refresher training via Zoom. Our fire training for the month was fire service saws and knots with tool hoisting. March training was a weather spotting class, mock tornado drill and PPE inspection and cleaning. April training started with a tour of Champion Homes, Haz Mat ID class, and then a Haz Mat scenario. May is our hose testing month. We did tour Nebraska Nitrogen in Geneva and we did shift training at Corteva and stand pipe use. June, we did an Emergency Vehicle Operations Class. July was a disaster drill for Green Plains Ethanol. August, we did more training with Green Plains. September, we worked in our EMS task books and a rural water supply class. October is vehicle extrication and stabilization. November, we did a radiological emergency class and then started our internal firefighter one class, that continues to March of 2023.

The following personnel of York Fire gained these certifications:

Paramedic; Reggie Rafert

Advanced EMT; Derek Palik, Erick Brekke, and Hans Johnson

EMTB; Darrell Traudt

EMS Instructor; Dan Slocum

Fire Instructor 1; Roy Nickels, Brandon Lambert, Dan Slocum, and Justin Davis

Fire Instructor 2; Brandon Lambert and Dan Slocum

All told our York firefighters completed over 3200 hours of training in 2022 to keep ourselves ready to respond. This is also a record for York Fire Department.

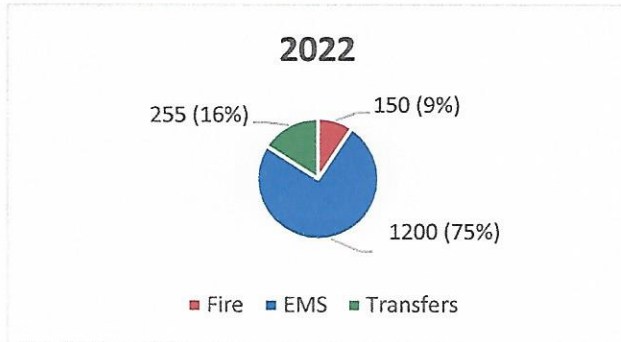
The months of October and November we were busy with our fire prevention program. In October we gave fire prevention programs to 255 children and adults either at the station or at their schools. In November we gave a presentation to 150 kindergarteners at YES. We also have given many tours of the station to other groups like the Boy Scouts. We gave a fire extinguisher class to Cyclonaire and Collin's

Aerospace. We participated in the Transportation Exploration, and the water fight afterwards. We sent up an engine for the kiddie day at the York County Fair. As per tradition we served pancakes for York fest.

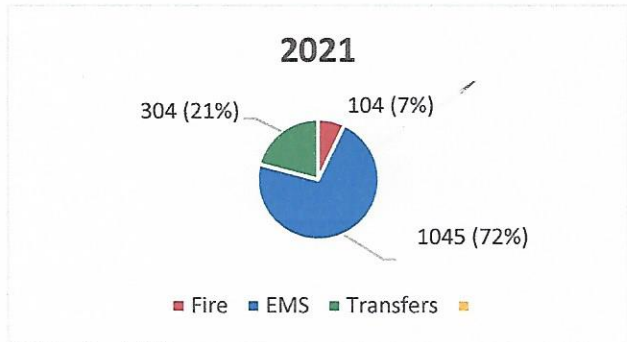
We are thankful for the 2 additional firefighter/EMT's we were able to hire on October 1st. It is working well on A shift. We have 5 on C shift but one of our personnel was injured in July of 2022 and has not yet returned to work. Our new radios have been ordered but the chargers are lost in the supply chain. In January 2023 we were able to put 7 radios in service by borrowing a battery charger from another Motorola store. Our new ambulance is scheduled for delivery in April of 2023. Our new pickup is here. We have been working on it to get it into service as a support and chase vehicle. The grass rig is nearing completion. We still have a few parts on order for it. The York Rural Fire District did purchase a 2100-gallon tanker towards the end of 2022. We have made some modifications to it and are awaiting its delivery sometime in March. Negotiations for real estate for the new fire station are ongoing.

We have some notable calls this year. The first was the mutual aid fire to the POET Ethanol Plant south of Fairmont. This was an explosion of a dust bin and grain leg. The dust bin was at least 150' tall. It was bitterly cold and we pumped a lot of water. The truck company did a great job setting up the aerial at a place we were unfamiliar with and got the fire out. Then there was the York View Apartment fire. We used vent, enter, isolate, and search to safely get a victim down from the 2nd floor of a smoke-filled room using ground ladders. We then did CPR with the help of YPD officers and got the victim alive to York General Hospital. We had to find places for the occupants of the apartment house with the cooperation of the Red Cross and help determine a cause. We were given a written commendation from the County Sheriff and 2 of our personnel were recognized with the first ever York Fire Lifesaving Award. The third was the double fatality pursuit that ended up taking the life of a YSO dog. There was a lot of things going on at this scene and we got it done. Another was the driver who drove into the US Cellular building that caused a major gas leak and the evacuation of The Townhouse Condos and Sun Theater. The 3rd of July we had the ceiling collapse that ended a 10-year-old boys' life. This is something that we do not have the ability to train on a lot because this involved a V shaped collapse and needed specialized shoring to make safe entry. We did this by using some tools we already had and the expertise of our local towing companies to make it safe for body recovery. We were asked by Utica Fire to assist with an extrication of a 2 vehicle crash on HWY 34 just west of Utica. On arrival we loaded our patient and got her to Seward Memorial Hospital where she was life flighted to Bryan LGH West. We are proud to say this young woman is making a good recovery from very serious injuries.

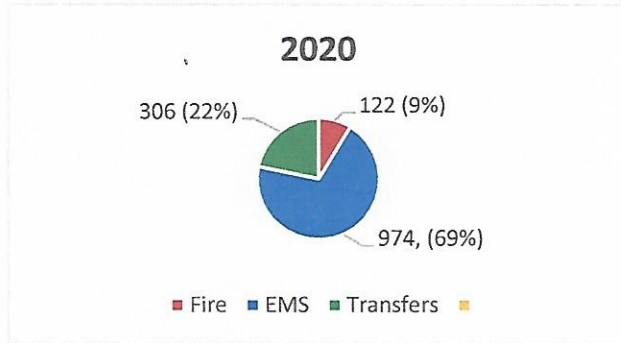
Below is the pie graph showing how we compare to the last 3 years. You will see that our 911 calls and fire calls are up and our transfer calls were down for 2022. As explained in the first paragraph our receiving hospitals are full and our 911 calls are going up. As responsible custodians of our taxpayer funds we will be asking for an additional firefighter/EMT when the budget process starts here in a month. Our ultimate goal is to reduce our overtime and dependency on our volunteer first responders, while providing quality care to our patients.



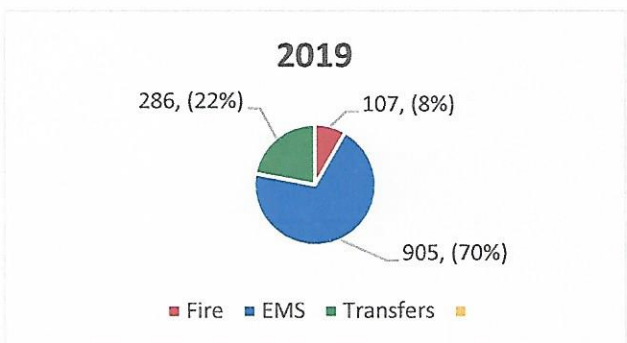
Total calls – 1,655
 Estimated fire loss - \$208,600
 Volunteer Response – 1,021



Total calls – 1,453
 Estimated fire loss - \$184,210
 Volunteer Response - 615



Total calls – 1,402
 Estimated fire loss – \$199,830 (majority from 2 separate house fires)
 Volunteer Response – 598



Total calls – 1,298
 Estimated fire loss - \$536,650
 Volunteer Response – 692

All in all, it was a great year. We appreciate the investment the York City Administration has put into us. The future is bright at York Fire Department. As run volumes continue to rise and with much needed personnel are hired, we will continue to raise the level of care for the citizens of York and the York Rural Fire District.

Respectfully submitted,

Anthony Bestwick
 York Fire Chief

Online Letter of Map Change

LOMC Application

Application ID: R4599837118371	Revision
---------------------------------------	-----------------

Revision Review

Project Type

Project Type: LOMR

Payment Total

Fee: \$0.00 (LOMR Based Solely on Submission of More Detailed Data)

Project Name/Identifier

Project Name/Identifier: City of York Tributary A

Community Information

State, District or Territory:	NE
County:	York County
Community Name:	YORK, CITY OF
Map Panel Number - Effective Date:	31185C0190C - 08/01/2019
CID:	310237

State, District or Territory:	NE
County:	York County
Community Name:	YORK, CITY OF
Map Panel Number - Effective Date:	31185C0302C - 08/01/2019
CID:	310237

Flooding

Flooding Source: Tributary A

Types of Flooding: Riverine

Basis for Request

The basis for this revision request is: Hydraulic Analysis , Hydrologic Analysis , Improved Methodology/Data , Regulatory Floodway Revision

Zone Designation

FEMA Zone designations affected: AE , X

Revision Structures

The area of revision encompasses the following structures: No Project

Primary Contact Information

Title: Mr.
First Name: John
Last Name: Callen
Address 1: 1201 1st Avenue
Address 2: P.O. Box 160
City: Nebraska City
State, District or Territory: NE
ZIP Code: 68410
E-mail Address: jcallen@jeo.com
Company/Organization: JEO Consulting Group, Inc.
Phone: 402-209-3830

Community Official Information

Title: Dr.
First Name: Sue
Last Name: Crawford
Professional Title: City Administrator
Community Name: YORK, CITY OF
Address 1: 100 East 4th Street
City: York
State, District or Territory: NE
ZIP Code: 68467
E-mail Address: scrawford@cityofyork.net

As the CEO or designee responsible for the floodplain management, I hereby acknowledge that we have received and reviewed this Letter of Map Revision (LOMR) or conditional LOMR request. Based upon the community's review, we find the completed or proposed project meets or is designed to meet all of the

community floodplain management requirements, including the requirement for when fill is placed in the regulatory floodway, and that all necessary Federal, State, and local permits have been, or in the case of a conditional LOMR, will be obtained. For conditional LOMR request, the applicant has documented Endangered Species Act (ESA) compliance to DHS/FEMA prior to DHS/FEMA's review of the Conditional LOMR application. For LOMR request, I acknowledge that compliance with sections 9 and 10 of the ESA has been achieved independently of DHS/FEMA's process. For actions authorized, funded, or being carried out by Federal or State agencies, existing or proposed structures to be removed from the SFHA are or will be reasonably safe from flooding as defined in 44 CFR 65.2(c), and that we have available upon request by DHS/FEMA, all analyses and documentation used to make this determination.

Community Official Signature: _____

Date: _____

Certification by Registered Professional Engineer and/or Land Surveyor

This certification is to be signed and sealed by a licensed land surveyor, registered professional engineer, or architect authorized by law to certify elevation information data, hydrologic and hydraulic analysis, and any other supporting information as per NFIP regulations paragraph 65.2(b) and as described in the MT-2 Forms instruction. All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

First Name: _____

Last Name: _____

License Number: _____

Expiration Date: _____

Company Name: _____

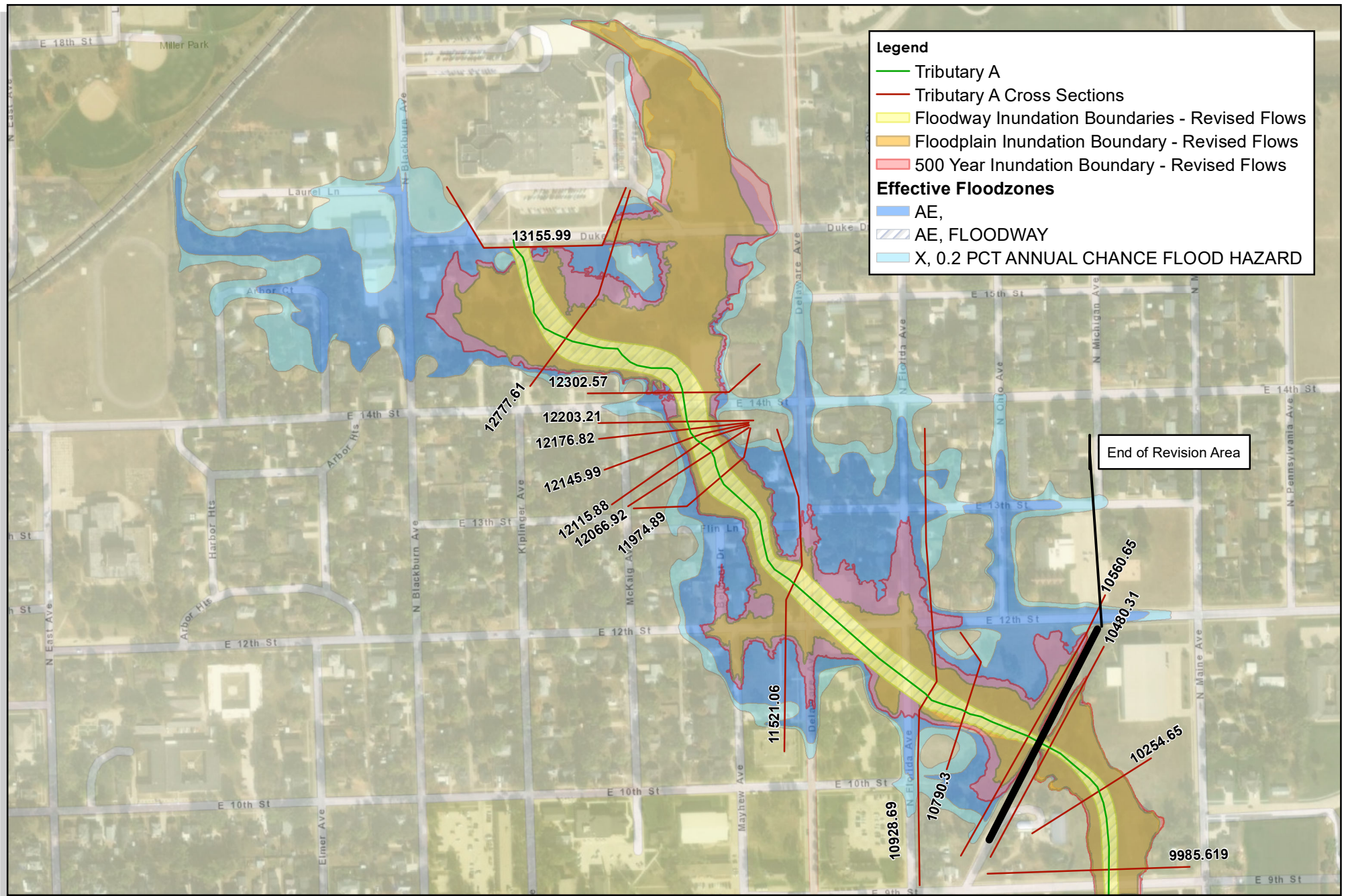
E-mail Address: _____

Telephone Number: _____

Fax Number: _____

Certifier's Signature: _____

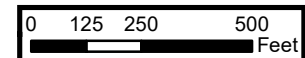
Date: _____



Created By: MRB
 Date: 3/28/2023
 Software: ArcGIS 10.8.1

York LOMR Result Overview: DRAFT

York, NE



This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

JEO CONSULTING GROUP INC

RESOLUTION 2023-7

Resolution of the Mayor and Council of the City of York, Nebraska to authorize acceptance of a 2023 Healthy Cities Campaign Grant.

WHEREAS, the National Fitness Campaign has selected the City of York as a 2023 Healthy Cities Campaign Grant Recipient; and

WHEREAS, the 2023 Healthy Cities Campaign Grant will provide \$30,000 toward the purchase of outdoor fitness equipment that will be accessible to residents; and

WHEREAS, the acceptance of the grant requires a resolution of adoption that demonstrates the support of the City of York for being a Healthy Cities Campaign Grant recipient; and

WHEREAS, this acceptance can be conditional on future budget approval of the City's expense.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of York, Nebraska that the City accepts the award of the 2023 Healthy Cities Campaign Grant pending and conditioned upon approval of associated expenses to the project to be adopted in the 2023-2024 City of York budget.

Dated this 6th day of April, 2023.

Councilmember _____ introduced the foregoing Resolution and moved its adoption.

Seconded by: Councilmember _____.

Roll Call: Ayes: _____

Nays: _____

The Resolution was then declared Passed (Not Passed).

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BK2301

City of York

Resolution No. 2023-3

Whereas: City of York is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of York as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of York and Olsson wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of the City of York that:

Barry Redfern, Mayor of the City of York, is hereby authorized to sign the attached Preliminary Engineering Services agreement between City of York, Nebraska and Olsson.

NDOT Project Number: DPS-93(15)

NDOT Control Number: 43010

NDOT Project Description: York Pedestrian Trail

Adopted this 6th day of April, 2023 at York Nebraska.
(Month)

The City Council of the City of York, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted

Attest:

Signature City Clerk

Task Order Agreement No.	BK2301
Master Agreement No.	BK2278
Effective (NTP) Date	2/23/2023
Task Order Amount	CPFF \$733,541.96

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF YORK, NEBRASKA
OLSSON, INC.
PROJECT NO. DPS-93(15)
CONTROL NO. 43010
YORK PEDESTRIAN TRAIL
PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT is between the City of York, Nebraska ("LPA") and Olsson, Inc. ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2278 ("Master Agreement"), with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Preliminary Engineering Services for future Federal-aid transportation projects when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No DPS-93(15) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide Preliminary Engineering Services ("Services") for the project Consultant has been selected, and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency, and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson, Inc.
Consultant/Vendor Number	6074
Address	601 P Street, Suite 200 Lincoln, NE 68508
Project Manager's Name	Patrick Lusk
Project Manager's Phone	402-458-5004 plusk@olsson.com

1.2 State Project Coordinator

Name	Paul Kieper
Phone Number	402-479-3944

1.3 LPA RC

Name	James Paul
Phone Number	402-363-2604

1.4 State Agreements Specialist

Name	Nicole Taylor
Phone Number	402-479-3859

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

2.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility.

Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.

2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.

2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by August 27, 2026. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.

2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

- 3.1 Effective Date -- This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of this Task Order -- This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date -- This Task Order may be identified by the date LPA signed this Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA’s behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering Services for Project No. DPS-93(15), York Pedestrian Trail, City of York over US-81, in York County, Nebraska. The Scope of Services (“Services”) is outlined in Exhibit A”, attached and incorporated herein by this reference.
- 4.2 Exhibits “A” and “B” are the result of the following process:
 - 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project.
 - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
 - 4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit “A” and Exhibit “B”, attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA’s behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit “C”, attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA’s behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit “B”, attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant and, when applicable, subconsultants who are anticipated to provide services under this Task Order. Consultant understands that LPA

and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C", attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

- 7.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
- c. Funding priorities of LPA, or State on LPA's behalf, have changed
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Task Order
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

8.2 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2278) between State and Consultant, dated December 4, 2022, for Preliminary Engineering Services for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. ENTIRE AGREEMENT

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.

RESOLUTION

SIGNING OF ENVIRONMENTAL AGREEMENT – BK2302

City of York

Resolution No. 2023-4

Whereas: City of York is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of York as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of York and Olsson, Inc. wish to enter into a Professional Services Agreement to provide Environmental services for the Federal-aid project.

Be It Resolved: by the City Council of the City of York that:

Barry Redfern, Mayor of the City of York, is hereby authorized to sign the attached Environmental services agreement between City of York, Nebraska and Olsson, Inc.

NDOT Project Number: DPS-93(15)

NDOT Control Number: 43010

NDOT Project Description: York Pedestrian Trail

Adopted this 6th day of April, 2023 at York Nebraska.
(Month)

The City Council of the City of York, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted

Attest:

Signature City Clerk

Task Order Agreement No.	BK2302
Master Agreement No.	VK2212
Effective (NTP) Date	02-02-2023
Task Order Amount	CPFF \$168,206.29

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF YORK, NEBRASKA
OLSSON, INC.
PROJECT NO. DPS-93(15)
CONTROL NO. 43010
YORK PEDESTRIAN TRAIL
ENVIRONMENTAL SERVICES

THIS AGREEMENT is between the City of Papillion, Nebraska ("LPA") and Olsson, Inc. ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. VK2212 ("Master Agreement"), with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Environmental Services for future Federal-aid transportation projects when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-93(15) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide Environmental Services ("Services") for the project Consultant has been selected, and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency, and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson, Inc.
Consultant/Vendor Number	6074
Address	601 P Street, Suite 200 Lincoln, NE 68508
Project Manager's Name	Susan Opperman
Project Manager's Phone	402-938-2414 soppweman@olsson.com

1.2 State Project Coordinator

Name	Paul Kieper
Phone Number	402-479-3944

1.3 LPA RC

Name	James Paul
Phone Number	402-363-2604 jpaul@cityofyork.net

1.4 State Agreements Specialist

Name	Nicole Taylor
Phone Number	402-479-3859

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

2.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility.

Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.

2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.

2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by October 31, 2027. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.

2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

- 3.1 Effective Date -- This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of this Task Order – This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date – This Task Order may be identified by the date LPA signed this Task Order.
- 3.5 Termination or Suspension – LPA, or State on LPA’s behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Environmental Services for Project No. DPS-93(15), York Pedestrian Trail, City of York over US-81, in York County, Nebraska. The Scope of Services (“Services”) is outlined in Exhibit A”, attached and incorporated herein by this reference.
- 4.2 Exhibits “A” and “B” are the result of the following process:
 - 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project.
 - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
 - 4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit “A” and Exhibit “B”, attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA’s behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit “C”, attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA’s behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit “B”, attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant and, when applicable, subconsultants who are anticipated to provide services under this Task Order. Consultant understands that LPA

and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C", attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

- 7.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
- c. Funding priorities of LPA, or State on LPA's behalf, have changed
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Task Order
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

8.2 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (VK2212) between State and Consultant, dated March 29, 2022, for Environmental Services for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. ENTIRE AGREEMENT

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.

RESOLUTION

SUPPLEMENTAL PROJECT PROGRAM AGREEMENT NO. 1 – BL2251

City of York

Resolution No. 2023-5

Whereas: City of York and Nebraska Department of Transportation (NDOT) have previously executed Project Program Agreement BL2251 for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

Whereas: City of York understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of York and NDOT wish to enter into Supplemental Project Program Agreement No. 2 setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the Council of the City of York that:

Barry Redfern, Mayor of the City of York, is hereby authorized to sign the attached Project Program Supplemental Agreement No. 1 between the City of York and NDOT.

City of York is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Program Agreements.

NDOT Project Number: DPS-93(15)

NDOT Control Number: 43010

NDOT Project Location: Project Access York

Adopted this 6th day of April, 2023 at York Nebraska.
(Month)

The City Council of City of York, Nebraska

Board/Council Member _____
 Moved the adoption of said resolution
 Member _____ Seconded the Motion
 Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
 Resolution adopted, signed, and billed as adopted

Attest:

Signature

SUPPLEMENTAL AGREEMENT NO. 1

STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION
CITY OF YORK, NEBRASKA
PROJECT NO. DPS-93(15)
CONTROL NO. 43010
PROJECT ACCESS YORK

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between City of York, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement BL2251, executed by the LPA on October 20, 2022, and executed by the State on October 25, 2022, for a local federal-aid project to build pedestrian infrastructure for the City of York that includes a pedestrian overpass over Hwy. 81 and pedestrian trails, and

WHEREAS, there are no State funds in the project, and

WHEREAS, it is estimated that the local share of the federal-aid project will be approximately \$728,303.00, and

WHEREAS, the parties wish to specify for the payment of the estimated local costs to state to provide funding for the project, and

WHEREAS, City is willing to pay to State \$269,760 in this fiscal year to provide funds for the early development of the project, and

WHEREAS, City is further willing to make additional payments to State beginning July 1, 2023 based on projections made by the Parties around that time, if the RAISE grant has not been executed making federal funds available to the project, and

WHEREAS, Preliminary Engineering and the NEPA Agreement funding amounts were obligated using the Advanced Construction (AC) method, which authorized preliminary design efforts to commence on the project, and

WHEREAS, with the AC authorization the City is responsible for funding the agreements until the RAISE Grant agreement is signed, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No.DPS-93(15), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2023, attached and identified as Exhibit "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. The Original Agreement shall be amended to add a financial obligation for the City to pay \$269,760.00 to the State after receipt of an invoice, to in part provide funds for the preliminary engineering and NEPA agreements.

On July 1, 2023, if the 2022 RAISE Grant Program agreement has not been executed authorizing the federal funding on the project, NDOT and City will confer to establish a payment schedule necessary for the progress of the project, and the parties will enter into an additional supplemental agreement if needed. If the RAISE grant has been executed, State will invoice City on an ongoing basis as City's share is required for the match. All terms and provisions of the Original Agreement shall remain in full force and effect.

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

EXECUTED by the LPA this _____ day of _____, 2023.

WITNESS:

CITY OF YORK
Barry Redfern

LPA Clerk

MAYOR

EXECUTED by the State this _____ day of _____, 2023.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

ORDINANCE NO. 2347

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF REAL ESTATE BY THE CITY OF YORK AND TO ESTABLISH THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Pursuant to a Notice of public hearing that has been properly published to authorize the acquisition of real estate by the City of York, Nebraska as provided by Neb. Rev. Stat. §18-1755 (Reissue 2022) and a public hearing held upon said Notice before the York City Council, the Council hereby authorizes the acquisition of the following-described real estate on behalf of the City of York, which property is located at 1714 N. Lincoln Ave., York, Nebraska 68467, and is legally described as follows:

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Eighteen (18), New York Addition to the City of York, York County, Nebraska

Section 2. The City of York, Nebraska is authorized to purchase the real estate described above from the owner for the purchase price of Three Hundred Twenty-five Thousand and no/100 Dollars (\$325,000.00), and is to be purchased to construct a new fire station.

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

Section 4. All Ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED by the York City Council this 6th day of April, 2023.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2347

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF REAL ESTATE BY THE CITY OF YORK AND TO ESTABLISH THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Pursuant to a Notice of public hearing that has been properly published to authorize the acquisition of real estate by the City of York, Nebraska as provided by Neb. Rev. Stat. §18-1755 (Reissue 2022) and a public hearing held upon said Notice before the York City Council, the Council hereby authorizes the acquisition of the following-described real estate on behalf of the City of York, which property is located at 1714 N. Lincoln Ave., York, Nebraska 68467, and is legally described as follows:

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Eighteen (18), New York Addition to the City of York, York County, Nebraska

Section 2. The City of York, Nebraska is authorized to purchase the real estate described above from the owner for the purchase price of Three Hundred Twenty-five Thousand and no/100 Dollars (\$325,000.00), and is to be purchased to construct a new fire station.

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

Section 4. All Ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED by the York City Council this 6th day of April, 2023.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2348

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AUTHORIZE THE SALE AND CONVEYANCE OF CERTAIN REAL ESTATE IN THE CITY OF YORK, NEBRASKA MORE PARTICULARLY DESCRIBED AS HEREIN SET FORTH, AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH CONVEYANCE AND THE TERMS THEREOF; REPEALING 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. Pursuant to Neb. Rev. Stat. §16-202 (Cum. Supp. 2020) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to Daniel Smith and Sheri Dawn, Husband and Wife, as set forth herein.

Section 2. The real estate to be conveyed is described as follows:

Lots One (1) and Two (2), Block 1, Mansfield Subdivision, City of York, Nebraska.

No personal property is included in the purchase price. The real estate is to be used for the construction of a residential house.

Section 3. Such real estate shall be conveyed by the City of York to Daniel Smith and Sheri Dawn Smith, in exchange for the purchase price of Six Thousand and no/100 (\$6,000.00).

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed.

Section 6. This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

PASSED AND APPROVED by the York City Council this 6th day of April, 2023.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk