

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, December 7, 2020
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Recognition of outgoing Councilmember Hepp.
2. Reorganization of the City Council.
 - A. Administer oath of office for the newly elected Councilmembers Jerry Calvin and Darcy Rambali.
 - B. Election of Mayor.
 - C. Election of Vice President of Council.
 - D. Determination of seating order.
3. Citizen's Comments.
4. Announcements & Recognitions.
5. Proclamations.
 - A. Approve the proclamation designating December 7, 2020 as "Arbor Day" in the City of McCook and authorize the Mayor to sign.
 - B. Approve a proclamation designating each Tuesday from December 8, 2020 to December 29, 2020 as "Takeout Tuesday" throughout the City and authorize the Mayor to sign.
6. Consent Agenda.
 - A. Approve the minutes of the November 16, 2020 regular City Council meeting.
 - B. Adopt Resolution No. 2020-30 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2020.
 - C. Receive and file the Agreement for Street Superintendent Services between the City of McCook and Greg A. Wolford, Class A License S-875 for the 2021 calendar year.
 - D. Receive, file, and authorize the Mayor to sign the Annual Certification Form confirming that the funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.

- E. Receive and file the claims for the month of October 2020 as published November 20, 2020.
 - F. Adopt Resolution No. 2020-31 approving and authorizing the mayor to sign application to purchase Ford Transit 12 passenger van.
 - G. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2021 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.
7. Regular Agenda.
- A. Discussion regarding MEDC's request for \$25,000 of ACE fund assistance, said funds to be included as part of a \$250,000 local pledge for a Rural Workforce Housing Fund grant.
 - B. Discussion regarding potentially rescheduling a capital improvement strategic planning meeting.
 - C. Receive and file a discussion regarding COVID-19 related items and updates.
 - D. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
DECEMBER 3, 2018 CITY COUNCIL MEETING**

ITEM: _____

Reorganization of the City Council.

- 2.A. Administer oath of office for the newly elected Councilmembers Jerry Calvin and Darcy Rambali.
 - 2.B. Election of Mayor.
 - 2.C. Election of Vice President of the Council.
 - 2.D. Determination seating order.
-

BACKGROUND:

At the first regular meeting in December following the general election, the newly elected Councilmembers take office.

The City Manager will conduct the meeting until the President/Mayor has been elected.

The Council elects one of its members as President, who shall be the ex officio Mayor, and another as Vice President, who shall serve in the absence of the President. The vote to elect leadership may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

The determination of the seating order is completed by seniority, with the Mayor sitting in the middle.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

APPROVALS:



Lea Ann Doak, City Clerk

November 24, 2020



Nathan A. Schneider, City Manager

November 24, 2020

OFFICIAL OATH

STATE OF NEBRASKA)
) SS.
COUNTY OF RED WILLOW)

WITNESSETH: I, Jerry Calvin, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of City Councilmember, of the City of McCook, Nebraska according to law and to the best of my ability.

And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am in this position, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence. So help me God.

Dated this 7th day of December, 2020.

Signature: _____

Subscribed and sworn to before me this 7th day of December, 2020.

Lea Ann Doak, City Clerk

(SEAL)

OFFICIAL OATH

STATE OF NEBRASKA)
) SS.
COUNTY OF RED WILLOW)

WITNESSETH: I, Darcy Rambali, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of City Councilmember, of the City of McCook, Nebraska according to law and to the best of my ability.

And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am in this position, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence. So help me God.

Dated this 7th day of December, 2020.

Signature: _____

Subscribed and sworn to before me this 7th day of December, 2020.

Lea Ann Doak, City Clerk

(SEAL)

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 5.A.

RECOMMENDATION:

**APPROVE THE PROCLAMATION DESIGNATING DECEMBER 7, 2020 AS
"ARBOR DAY" IN THE CITY OF McCOOK AND AUTHORIZE THE MAYOR TO
SIGN.**

BACKGROUND:

The City of McCook is designating December 7, 2020 as "Arbor Day" to promote the planting of trees in the City.

The City of McCook tree rebate program runs from March 23rd thru June 5th and then again in the fall from August 24th thru November 20th. There were 18 trees planted under the tree rebate program in the spring of 2020. We had several planted in the fall but the final numbers have not yet been calculated.

We would like to thank all of those that took advantage of the rebate and planted trees. The rebate will once again be available beginning in March of 2021.

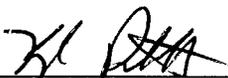
A description of the Tree Rebate Program is attached.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

**APPROVE THE PROCLAMATION DESIGNATING DECEMBER 7, 2020 AS
"ARBOR DAY" IN THE CITY OF McCOOK AND AUTHORIZE THE MAYOR TO
SIGN.**

APPROVALS:



Kyle Potthoff, Public Works Director

November 23, 2020



Nate Schneider, City Manager

November 23, 2020

*Office of the Mayor
McCook, Nebraska*

Proclamation

"ARBOR DAY"

- WHEREAS,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal, and
- WHEREAS,** McCook has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices,

NOW, THEREFORE, I, Michael Gonzales, Mayor of the City of McCook, Nebraska, do hereby proclaim December 7, 2020 as the day of celebration of "ARBOR DAY" in the City of McCook, and urge all citizens to plant a tree and to support efforts to protect our trees and woodlands.

Dated this 7th day of December, 2020.

*In witness whereof I have hereunto set by
hand and caused this seal to be affixed.*

Michael Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

2020 TREE REBATE PROGRAM

The City of McCook is sponsoring a Tree Rebate Program in an effort to encourage property owners to plant trees. This rebate program, as developed by the McCook Tree Advisory Board, is available to purchasers of trees under the following conditions:

1. The tree(s) must be planted on your property located in the city limits of McCook.
2. Two trees will be rebated per property owner or tenant, per lot, per spring and per fall. A third tree may be purchased and rebated if at least one of the three trees is planted on the terrace street right-of-way in the spring or in the fall. The owner must contact Digger's Hotline at 1-800-331-5666 for locates prior to planting the tree.
3. Shade, Ornamental, and Focus Trees must be a minimum of six feet (6') high. Conifer Trees must be a minimum of four feet (4') high, limited to **ONE** and **CANNOT** be planted on the terrace.

4. Trees must be one of the following types:

SHADE TREES:

Amur Corktree
Catalpa
Hackberry
Elm (Dutch Elm Disease Resistant)
Golden Raintree
Emerald Queen Maple
Red Pointe Maple
Hot WingsTatarian Maple
Kentucky Coffee
Linden
Thornless, Seedless Honey Locust
Oak (English, White, Heritage or Bur Oak)
Pecan
Oak Leaf Mountain Ash
Ginkgo

ORNAMENTAL TREES:

Canadian Red Cherry
Flowering Crab Apple
Flowering Hawthorne
Weeping Mulberry
Weeping Cherry
Japanese Lilac
Yellow Wood

CONIFER TREES:

Ponderosa

FOCUS TREE:

Sugar Maple

5. Trees must be purchased by residents of McCook from McCook businesses.
6. Trees must be purchased and paid for in full between the dates of March 23, 2020 and June 5, 2020 with rebate requests received by June 19, 2020 in the spring. Trees must be purchased between the dates of August 24, 2020 and November 20, 2020 with rebate requests received by December 4, 2020 in the fall.
7. Upon planting the tree, the property owner shall mulch around the base of the tree a diameter of three (3') feet and two (2") inches deep, with a shredded wood or wood chip type mulching material. The cost of this mulching material may be included in the cost of the tree provided that the cost does not exceed the maximum rebate amount.
8. In order to receive a rebate, the purchaser must present a paid sales receipt stating the type, size and cost of the tree to the City Clerk at the McCook City Offices. Upon presenting the paid sales receipt, the purchaser will be required to sign a certification stating that the tree will be planted in accordance with these guidelines.
9. **FOCUS TREE - SUGAR MAPLE:** A rebate equal to 75% of the total purchase price of each focus tree (price of tree plus price of mulch material), not to exceed \$100.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.
10. **SHADE, ORNAMENTAL, & CONIFER TREES:** A rebate equal to 75% of the total purchase price of each shade, ornamental, & conifer tree (price of tree plus price of mulch material), not to exceed \$75.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.
11. Non residential or any other special exception plantings must be approved by the McCook Tree Advisory Board before the rebate will be offered.

TREE REBATE CERTIFICATION

TODAY'S DATE _____

NAME _____ ADDRESS _____

PHONE NO. _____ MCCOOK, NEBRASKA 69001

TREE #1: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

TYPE #2: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

TYPE #3: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

ADDRESS WHERE TREE(S) WILL BE PLANTED _____
(only if different from address above)

WHERE PURCHASED _____

DATE OF PURCHASE _____

By signing this certificate, the above-named tree purchaser hereby agrees to plant the tree(s) in compliance with the guidelines set out under the Tree Rebate Program of the City of McCook.

Signature _____

Date _____

- FOR OFFICE USE ONLY -

ACCOUNT NO. 10-028-52590

REBATE ## _____

AMOUNT OF REBATE \$ _____

APPROVED FOR PAYMENT BY: _____

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 5.B.

Approve a proclamation designating each Tuesday from December 8, 2020 to December 29, 2020 as "Takeout Tuesday" throughout the City and authorize the Mayor to sign.

BACKGROUND:

This proclamation is being presented at the request of Dawson Brunswick, McCook Chamber of Commerce, President/CEO. He will be present Monday night to address their request.

FISCAL

IMPACT: None.

APPROVALS

Lea Ann Doak, City Clerk

December 7, 2020

Nathan A. Schneider, City Manager

December 7, 2020

*Office of the Mayor
McCook, Nebraska*

Proclamation

"TAKEOUT TUESDAY"

- WHEREAS, McCook is home to 28 eating and drinking establishments, which creates jobs for hundreds of McCook area residents;
- WHEREAS, McCook's restaurants source their menus from the premium crops and livestock produced by our area's farmers and ranchers whose hard work helps to feed the world; and
- WHEREAS, McCook's dining establishments provide essential nourishment to our city's residents; and
- WHEREAS, The coronavirus 2019 (COVID-19) pandemic has required restaurants and bars to limit or close their seating areas in the interest of the public health; and
- WHEREAS, Restaurants and bars have creatively found ways to continue to serve Nebraskans through takeout, curbside, and delivery services; and
- WHEREAS, Nebraskans are grateful to restauranteurs and teammates working in our city's dining and drinking establishments and wish to show our support throughout the duration of the COVID-19 pandemic.

THEREFORE, I Michael D. Gonzales, Mayor of the City of McCook do hereby proclaim each Tuesday from December 1, 2020 through December 29, 2020 as Takeout Tuesday throughout this city, and I urge all the people of McCook to be aware of and support the local eating and drinking establishments that contribute back to our local community, schools, and economy.

Dated this 7th day of December, 2020.

*In witness whereof I have hereunto set by
hand and caused this seal to be affixed.*

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 6.A.

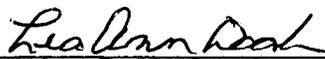
Approve the minutes of the November 16, 2020 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

November 25, 2020

McCook City Council
November 16, 2020
5:30 PM Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:30 o'clock P.M. in the City Council Chambers.

Present: Mayor Gonzales, Councilmembers Calvin, Weedin.

Absent: Councilmembers Hepp, Muehlenkamp.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Utilities Director Dutcher, Public Works Director Potthoff, Senior Services Director Siegfried, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on November 12, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

1. Citizen's Comments.

Andy Long, McCook Economic Development Corporation (MEDC) Director, stated that the MEDC is currently putting together a Rural Workforce Housing Fund (RWHF) grant for Red Willow County. They are proposing to create a \$750,000 fund that can be used for low interest, deferred loans with the hope of lowering the cost of building eligible housing and/or provide housing rehabilitation assistance. MEDC is applying for a \$250,000 RWHF grant, a \$250,000 match through NIFA, and are attempting to raise \$250,000 to put toward the housing loan fund. Mr. Long requested that the Council consider contributing \$25,000 of ACE funds toward the local \$250,000 match.

Phil Lyons, McCook, due to the recent surge in COVID-19 cases in our area, urged the Council to get the Health Board active to consider requiring masks so that we can do our part to knock down the positivity rate and to keep our local businesses open.

2. Announcements & Recognitions.

City Manager Schneider announced that a Board of Zoning Adjustment meeting is scheduled for

January 23, 2020 at 5:30 P.M. Due to the increase in COVID-19 cases the City is attempting to reduce the number of board meetings being held. At this time only the Planning Commission and Board of Zoning Adjustment will be holding meetings when necessary.

3. Proclamations.

- 3.A. Approve the proclamation designating November 28, 2020 as "Small Business Saturday" and authorize the Mayor to sign.

Motion to approve the proclamation designating the November 28, 2020 as "Small Business Saturday" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

4. Public Hearings.

- 4.A. Public Hearing - Request for a special exception by McCook Community Hospital (Project Sponsor); The Community Hospital Association (Land Owner); to locate a daycare center in a Residential High Density District (RH) - property located at 605 East 11th Street.

Motion to recess as City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by McCook Community Hospital (Project Sponsor); The Community Hospital Association (Land Owner); to locate a daycare center in a Residential High Density District (RH) - property located at 605 East 11th Street, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the November 16, 2020 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Application and attachments (9 pages); Exhibit #5 - Findings and Determinations of McCook City Council (2 pages); and Exhibit #6 - minutes of the November 9, 2020 Planning Commission meeting (3 pages).

City Manager Schneider reviewed the following information contained in Exhibit #1: "The McCook Community Hospital has submitted a special exception application for its property located at 605 East 11th Street. The property is zoned Residential High Density District. The hospital is requesting that the property be granted a special exception to allow for a daycare facility."

"The hospital is making this request as part of its COVID response contingency plan. Specifically, the special exception would address potential daycare shut-downs if local daycare providers are forced to close. The concern is that if numerous daycare providers close due to COVID, the hospital staff members would need a daycare alternative."

"The hospital owns the property at 605 East 11th Street and the hospital has identified the property as an appropriate area for a temporary daycare facility. This request is temporary in nature. The hospital does not oppose eliminating the designation once the COVID pandemic subsides."

"When reviewing the city's special exception criteria in relationship to the daycare request, special exception considerations A and B are typically the conditions that receive the most scrutiny."

"With respect to A, the city is not concerned with ingress/egress issues. East 11th Street is a wide thoroughfare. The hospital owns a commercial facility to the North that employs numerous people. That facility has not experienced any ingress/egress concerns due to an up-tick in traffic due to the facility's commercial nature. Additionally, SWAT's is located to the South. There have been no ingress/egress related concerns regarding the SWAT's facility. The hospital employees that would use the property for daycare purposes would enter the facility off of East 11th Street. They would exit the premises via East F Street. This circular ingress/egress pattern will help ease any traffic concerns."

"As for consideration B, off-street parking should not be a concern. Blake Bethell, McCook Community Hospital facility manager, states that the maximum number of children the daycare would serve is twelve. The city's parking ordinance requires a 30% ratio of children to off-street parking spaces. Three to four spaces would be necessary. The residence has plenty of space available to accommodate three to four parking spaces. With respect to the additional special exception criteria, staff has no concerns."

"As mentioned, this request is temporary in nature. When the COVID pandemic is over, the hospital is willing to have the designation removed if the governing body is inclined to do so."

"The Planning Commission voted 8 - 0 to recommend approval of the request. Nobody spoke in opposition to the application."

Sean Wolfe, Community Hospital Chief Financial Officer, was present to address any questions from the Council.

Motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Weedin and seconded by Calvin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

4.B. Approve a special exception to allow a daycare center in a Residential High Density District (RH) - property located at 605 East 11th Street due to special exception requirements A - I being satisfied.

Motion to approve a special exception to allow a daycare center in a Residential High Density District (RH) - property located at 605 East 11th Street due to special exception requirements A - I being satisfied. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT

YES: 3, NAY: 0, ABSENT: 2

4.C. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held October 26, 2020.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held October 26, 2020 with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Gonzales, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated November 16, 2020 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the October 26, 2020 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (11 pages); and Exhibit #4 - the minutes of the July 27, 2020 Economic Development Plan Citizen's Advisory Review Committee (3 pages).

Andy Long, McCook Economic Development Director, and Sean Wolfe, president of the Economic Development Plan Citizen's Advisory Review Committee, reviewed the information presented in Exhibit #3 and answered questions from the Council.

I move to adjourn the public hearing and reconvene as a City Council. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

4.D. Receive and file the minutes of the July 27, 2020 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to receive and file the minutes of the July 27, 2020 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

5. Consent Agenda.

Councilmember Calvin requested that Item B and Item C be removed from the Consent Agenda and placed on the Regular Agenda.

Motion to approve the remaining consent agenda. This motion, made by Gonzales and seconded by Weedin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

- 5.A. Approve the minutes of the November 2, 2020 regular City Council meeting.
- 5.D. Declare the listed abandoned and unclaimed vehicles and property as surplus city property to be disposed of in the appropriate legal manner.
- 5.E. Ratify the Mayor's appointment to the Senior Citizens Advisory Board - appoint Joe Ryland to replace Gene Meints - term expires September 2023.
- 5.F. Receive and file the minutes of the November 9, 2020 Planning Commission meeting.
- 5.G. Approve the Operating Assistance Documents for the 5311 Operating Assistance State Fiscal Year 2020-2021 for City of McCook McCook Transit, appoint Beth Siegfried to serve as the Accountable Executive, and authorize the Mayor and Accountable Executive to sign the appropriate documents.

6. Regular Agenda.

- 5.B. Approve the McCook Area Chamber of Commerce request to conduct the Annual Christmas "Light up the Bricks" Parade at 6:30 P.M. on Saturday, December 5, 2020 and the participation of the Fire and Police departments with the parade.

Councilmember Calvin questioned how COVID-19 issues would be addressed.

Motion to approve the McCook Area Chamber of Commerce request to conduct the Annual Christmas "Light up the Bricks" Parade at 6:30 P.M. on Saturday, December 5, 2020 and the participation of the Fire and Police departments with the parade. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

- 5.C. Receive and file a letter from Myers Construction, Inc. of Broken Bow, Nebraska, to Change the completion date of the West 5th and East 14th Water Main Project to June 15, 2021.

Councilmember Calvin expressed concerns meeting high water summer demands with extended the completion date to June.

Motion to receive and file a letter from Myers Construction, Inc. of Broken Bow, Nebraska, to Change the completion date of the West 5th and East 14th Water Main Project to June 15, 2021. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YES, Hepp: ABSENT, Calvin: YES, Weedin: YES, Muehlenkamp: ABSENT
YES: 3, NAY: 0, ABSENT: 2

- 6.A. Discussion regarding potentially rescheduling a capital improvement strategic planning meeting.

Discussion was held regarding postponing until our Southwest Public Health District is no longer in Red due to the up-tick in COVID-19 cases, conducting via zoom, and at this time Council meetings are not able to be held via zoom.

It was the consensus of the Council to have staff continue placing this item on future agenda with the hope that a meeting can be scheduled in the near future.

6.B. Council Comments.

Council comments including noting that staff has the Christmas decorations installed and that our public health district is in red due to the surge in cases in our area.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:22 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 6.B.

Adopt Resolution No. 2020-30 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2020.

BACKGROUND:

The signing of the Year-End Certification of City Street Superintendent form is the basis for determining our calendar year 2020 Incentive Funds. The City receives \$6,000 annually in Incentive Funds and contracts with Greg Wolford to provide these services.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

November 21, 2020



Kyle Potthoff, Public Works Director

November 21, 2020



Nathan A. Schneider, City Manager

November 21, 2020

RESOLUTION NO. 2020-30

**SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM
2020**

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that such certification shall include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor of the City of McCook is hereby authorized to sign the attached Year-End Certification of City Street Superintendent form.

Adopted this 7th day of December, 2020 at McCook, Nebraska.

Mayor

ATTEST:

Lea Ann Doak, City Clerk

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the **original** Signing Resolution, **original** Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT **by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.**

RESOLUTION

**SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2020**

Resolution No. 2020-30

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

Whereas: The NDOT requires that such certification shall also include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of the City of McCook
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent.

Adopted this 7th day of December, 20 20 at McCook, Nebraska.
(Month)

City Council/Village Board Members

<u>Michael D. Gonzales</u>	_____
<u>Jerry Calvin</u>	_____
<u>Gene Weedin</u>	_____
<u>Jared Muehlenkamp</u>	_____
<u>Darcy Rambali</u>	_____

City Council/Village Board 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 of Clerk)
Lea Ann Doak, City Clerk-Treasurer

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the **original** Signing Resolution, **original** Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT **by December 31, 2020**, **the municipality will not receive an Incentive Payment for Calendar Year 2020.**

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2020 to December 31, 2020

*This certifies that Greg A. Wolford, License Number S-875 Class A,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of the City of McCook, Nebraska
(Print name of City or Village)

from January 1, 2020 to December 31, 2020
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

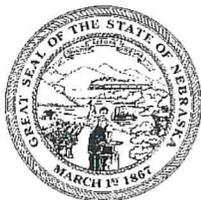
And further certifies that the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

Signature of Mayor Village Board Chairperson

* If more than one individual or the City Council or Village Board provided street superintending services during the calendar year, list each successive superintendent using a separate certification. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515. If your city or village did **not** have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the resolution, certification, and documentation of the superintendents appointment will result in your municipality not receiving an Incentive Payment for Calendar Year 2020.

Note: In addition to this annual, Year-End Certification of Superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" and "Signing Resolution" with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).



Return the completed original resolution and certification, and a copy of the documentation of appointment by December 31, 2020 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment for 2020 here:

For most municipalities this information may be found in the November or December 2019 or the January 2020 meetings minutes.

McCook City Council
December 16, 2019
5:30 PM Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:30 o'clock P.M. in the City Council Chambers.

Present: Mayor Gonzales, Councilmembers Hepp, Calvin, Weedon, Muehlenkamp.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Police Chief Brown, Utilities Director Dutcher, Water Superintendent Fawver, Fire Chief Harpham, Public Works Director Potthoff, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 12, 2019, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

1. Citizen's Comments.

Bruce McDowell and Tasha Blomstedt thanked the Council for approving the installation of crosswalks at the intersection of Norris Avenue and "H" Street and the Public Works staff for getting them installed the next day. Ms. Blomstedt stated that she had contacted the elementary schools about providing education to their students regarding the proper use of a crosswalk, adding that parents are obligated to teach their children crosswalk safety.

2. Announcements & Recognitions.

City Manager Schneider stated that staff has been working with the engineer on the Library HVAC replacement project and that plans and specifications will be brought to the Council for approval in January.

3. Consent Agenda.

Motion to approve the consent agenda. This motion, made by Weedon and seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

3.A. Approve the minutes of the December 2, 2019 regular City Council meeting.

- 3.B. Receive and file the claims for the month of November 2019 as published December 10, 2019.
- 3.C. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2020 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.
- 3.D. Approve the recommendation of the Fuel Contract Advisory Committee to continue the fuel purchase agreement, for calendar year 2020, with Frenchman Valley Cooperative, Inc., to purchase fuel for government vehicles.
- 3.E. Authorize the Mayor to sign the Certification of Compliance for the 2019 Maintenance Agreement between the City of McCook and the Nebraska Department of Roads.
- 3.F. Approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Roads and the Municipality of McCook and authorize the Mayor to sign.
- 3.G. Receive and file update on a 2019 Blight and Substandard Study for the City of McCook.
- 3.H. Adopt Resolution No. 2019-16 providing for the levy of special assessments for cost of demolition to abate nuisances.
- 3.I. Adopt Resolution No. 2019-15, establishing crosswalks on the west side and south side of the intersection of Norris Avenue and "H" Street.
- 3.J. Receive and file the Agreement for Street Superintendent Services between the City of McCook and Greg Wolford for the 2020 calendar year.
- 3.K. Approve the Certificate of Substantial Completion for the Ravenswood Road Paving Project and authorize the Mayor to sign.
- 3.L. Approve the Second Amendment to the lease between Dick Trail and the City of McCook for the lease of property at McCook Regional Airport and authorize the Mayor to sign.
- 3.M. Approve the Lease Agreement, as amended by the Lessee, between AirMD, L.L.C. d/b/a LifeSave and the City of McCook.
- 3.N. Ratify the Mayor's reappointment of Terry Peterson to the Housing Agency Board - term expires November 2024.
- 4. Regular Agenda.**
- 4.A. Receive and file information regarding a sole source purchase of line stopping equipment for the Water Department.

Utilities Director Dutcher stated that the Water Department has budgeted to replace the current 35 year old line stop equipment with new updated equipment of the same size and model. He explained how line stop equipment works and that only two types of equipment are available to complete the process. The equipment currently used by the City is manufactured by Hydra-Stop of Burr Ridge, IL and sold by Municipal Piper of Hastings, NE and is highly specialized and not available from

other sources.

- 4.B. Discussion regarding adjusting the City of McCook's NPPD lease payments from 12.5% to 13%.

Discussion was held regarding adjusting the City's NPPD lease payments. Discussion included that staff has previously been directed to identify alternative revenue sources, not an increase in property tax; discussion would be appropriated during the budget process; and utilizing the additional funds for a specialized project within the General Fund.

- 4.C. Approve on its third and final reading, Ordinance No. 2019-2995 amending the City of McCook's Local Option Economic Development Plan to provide for early childhood care and educational programs as a qualifying business.

Mayor Gonzales asked the Clerk to read Ordinance No. 2019-2995 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA, AMENDING THE MCCOOK ECONOMIC DEVELOPMENT PLAN TO PROVIDE FOR EARLY CHILDHOOD CARE AND EDUCATIONAL PROGRAMS ADDED AS A QUALIFYING BUSINESS.

Ordinance No. 2019-2995 has been read by title and I move to approve upon its third and final reading. This motion, made by Calvin and seconded by Muehlenkamp, passed.
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

Mayor Gonzales stated for the record that Ordinance No. 2019-2995 is declared lawfully passed and adopted upon publication as required by law.

4.D. Council Comments.

Council comments included thanking those who decorate Norris Islands, they look nice, and wishing all citizens a safe and Merry Christmas.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 5:50 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

AGREEMENT FOR STREET SUPERINTENDENT SERVICES

This **AGREEMENT** made and entered into by and between the **CITY OF MCCOOK**, Nebraska (hereinafter referred to as the **OWNER**), and **GREG WOLFORD** of **W DESIGN ASSOCIATES, INC.** of McCook/Hastings, Nebraska (hereinafter referred to as the **ENGINEER**).

Whereas the **OWNER** is retaining the **ENGINEER** as the City Street Superintendent and to provide such services as required for the operation and maintenance of the City of the McCook's roads and streets.

Street Superintendent — Greg Wolford, Class A License S-875

RESPONSIBILITY OF THE ENGINEER

The **ENGINEER** shall:

1. Consult with the McCook Public Works Director on issues involving the operation and maintenance of roads and streets in the City of McCook.
2. Prepare and annually update long-range plans for highways, roads and streets based on the needs of the City of McCook and coordinated with adjacent governmental units.
3. Prepare annual programs for design, construction, and maintenance of highways, roads and streets of the City of McCook.
4. Prepare annual budgets based on programmed projects and activities.
5. Assist the City in implementing the capital improvements and maintenance activities provided in the approved plans, programs and budgets. Engineering design and construction services shall be negotiated under separate agreements on a project by project basis.
6. Prepare the annual One and Six Year Plan of Street Improvements for the City of McCook.
7. Present the One and Six Year Plan of Street Improvements at an annual hearing in front of the McCook City Council.
8. Submit the annual budget reports, One and Six Year Plan of Street Improvements and all associated forms to the Board of Public Roads Classifications and Standards, Nebraska Department of Roads as required for compliance with Nebraska Highway Law.

RESPONSIBILITY OF THE OWNER

The **OWNER** shall provide the **ENGINEER** their priorities, opinions and the information as needed to develop the long range plans, budgets and reports for street improvements.

FEES AND PAYMENTS

The **OWNER** shall pay the **ENGINEER** hourly plus expenses at the **ENGINEER's** standard hourly rate with the fee not to exceed \$6000 per year.

TERMS AND CONDITIONS

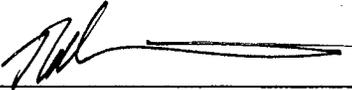
The following attachments are hereby made a part of this Agreement:

- A. SPECIAL TERMS AND CONDITIONS
- B. GENERAL TERMS AND CONDITIONS

Now, Therefore, This Agreement Witnesseth: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the **ENGINEER** shall furnish street superintendent services and the **OWNER** will make payment for same in accordance with the terms and conditions set forth herein, and annually thereafter.

In Witness Whereof, the parties to these presents have hereunto caused these presents to be executed in duplicate the day and year first above mentioned.

Dated this 1st day of January, 2020.



CITY OF MCCOOK
MCCOOK, NEBRASKA

11-22-19
DATE



W DESIGN ASSOCIATES, INC.
MCCOOK/HASTINGS, NEBRASKA

25 Nov 19
DATE

A. SPECIAL TERMS AND CONDITIONS

1. ACCESS TO SITE

Unless otherwise stated, the ENGINEER (hereinafter referred to as "A/E") will have access to the site for activities necessary for the performance of the services at all reasonable hours.

2. INDEMNIFICATION

Owner agrees to indemnify and hold harmless the A/E from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of its obligations under this agreement, provided that any such claim, damage, loss, or expense is not due to the negligent acts, errors, or omissions of the A/E.

3. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Owner and the A/E agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Owner and the A/E further agree to make reasonable efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

4. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the A/E as instruments of service shall remain the property of the A/E. The A/E grants the Owner full and perpetual use of the documents for its use on this project and for any future use on this facility.

5. CODES AND STANDARDS COMPLIANCE

The A/E shall put forth reasonable efforts to comply with codes, regulations, laws, and statutes in effect as of the execution of this Agreement.

6. CONSTRUCTION OBSERVATION

The A/E shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents provided by A/E. The Owner has not retained the A/E to make detailed inspections or to provide exhaustive or continuous project review and observation services. The A/E does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

7. DELAYS

The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by faulty performance by the Owner or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Owner agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this agreement.

8. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Owner and the A/E, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the A/E and its sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the A/E and its sub-consultants to all those named shall not exceed \$1,000,000.00, or the A/E's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

9. OPINIONS OF PROBABLE COST

In providing opinions of probable construction cost, the Owner understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the contractors' method or pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the A/E's qualifications and experience. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

10. SUBMITTALS

The A/E shall review and approve contractor submittals, such as shop drawings, product data, samples and other data, as required by the A/E, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. The A/E's review shall be conducted with reasonable promptness while allowing sufficient time in the A/E's judgment to permit adequate review. Review of a specific item shall not indicate that the A/E has reviewed the entire assembly of which the item is a component. The A/E

shall not be responsible for any deviations from the contract documents not brought to the attention of the A/E in writing by the contractor. The A/E shall not be required to review partial submissions or those which submissions of correlated items have not been received.

B. GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The laws of the State of Nebraska will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

2. STANDARD OF CARE

Service provided by the A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

3. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

4. TERMINATION

Either the Owner or the A/E may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the A/E for all services rendered and all costs incurred up to the date of termination, in accordance with the Fees and Payments Section of this Agreement.

5. SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Articles A2, A3, A4, and A8 shall survive the termination of this Agreement and shall remain enforceable between the parties.

6. AMENDMENT

This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

October 29, 2020

Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the City Street Superintendent(s) Appointment for Calendar Year 2020 with the Nebraska Department of Transportation (NDOT) by December 31, 2020.

The attached YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT and SIGNING RESOLUTION, together with the DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT for CALENDAR YEAR 2020, is the basis for determining the calendar year 2020 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2020:**

- **Signing Resolution** (Page 1): The original Signing Resolution, authorizing the signing of the Year-End Certification by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (Page 2): If more than one individual or the City Council or Village Board provided street superintending services during Calendar Year 2020, list each successive street superintendent using a separate Year-End Certification and Signing Resolution. If your municipality did not have an appointed Street Superintendent, write "City Council" or "Village Board" as the name of the "Superintendent."
- **Documentation of the City Street Superintendent(s) Appointment** (Page 3): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment of the City Street Superintendent for Calendar Year 2020 by their name as it appears on their License (*if applicable*), their License Number and Class of License (*if applicable*), the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment**. For most municipalities this information may be found in the November or December 2019 or the January 2020 meetings minutes.

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the original Signing Resolution, original Year-End Certification, and a copy of the documentation of the city street superintendents appointment to the NDOT **by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.**

Payment: If your municipality qualifies, payment will be scheduled for February 2021. Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions. Email: lemoyne.schulz@nebraska.gov
Phone: (402) 479-4436

Sincerely,



LeMoyne D. Schulz
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation

LDS/2020

Attachments (3)

Kyle Schneweis, P.E., Director
Department of Transportation
1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759
dot.nebraska.gov

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 6.C.

Receive and file the Agreement for Street Superintendent Services between the City of McCook and Greg A. Wolford, Class A License S-875 for the 2021 calendar year.

BACKGROUND:

The attached agreement outlines the services to be provided by Mr. Wolford for the 2021 calendar year.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

November 21, 2020



Nathan A. Schneider, City Manager

November 21, 2020

AGREEMENT FOR STREET SUPERINTENDENT SERVICES

This **AGREEMENT** made and entered into by and between the **CITY OF MCCOOK**, Nebraska (hereinafter referred to as the **OWNER**), and **GREG WOLFORD** of **W DESIGN ASSOCIATES, INC.** of McCook/Hastings, Nebraska (hereinafter referred to as the **ENGINEER**).

Whereas the **OWNER** is retaining the **ENGINEER** as the City Street Superintendent and to provide such services as required for the operation and maintenance of the City of the McCook's roads and streets.

Street Superintendent — Greg A. Wolford, Class A License S-875

RESPONSIBILITY OF THE ENGINEER

The **ENGINEER** shall:

1. Consult with the McCook Public Works Director on issues involving the operation and maintenance of roads and streets in the City of McCook.
2. Prepare and annually update long-range plans for highways, roads and streets based on the needs of the City of McCook and coordinated with adjacent governmental units.
3. Prepare annual programs for design, construction, and maintenance of highways, roads and streets of the City of McCook.
4. Prepare annual budgets based on programmed projects and activities.
5. Assist the City in implementing the capital improvements and maintenance activities provided in the approved plans, programs and budgets. Engineering design and construction services shall be negotiated under separate agreements on a project by project basis.
6. Prepare the annual Plan of Street Improvements for the City of McCook.
7. Present the Plan of Street Improvements at an annual hearing in front of the McCook City Council.
8. Submit such plans, programs, and budgets to the local governing body for approval.

RESPONSIBILITY OF THE OWNER

The **OWNER** shall provide the **ENGINEER** their priorities, opinions and the information as needed to develop the long range plans, budgets and reports for street improvements.

FEES AND PAYMENTS

The **OWNER** shall pay the **ENGINEER** hourly plus expenses at the **ENGINEER's** standard hourly rate with the fee not to exceed \$6000 per year.

TERMS AND CONDITIONS

The following attachments are hereby made a part of this Agreement:

- A. SPECIAL TERMS AND CONDITIONS
- B. GENERAL TERMS AND CONDITIONS

Now, Therefore, This Agreement Witnesseth: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the **ENGINEER** shall furnish street superintendent services and the **OWNER** will make payment for same in accordance with the terms and conditions set forth herein, and annually thereafter.

Dated this 1st day of January, 2021.

**CITY OF MCCOOK
MCCOOK, NEBRASKA**

DATE

**W DESIGN ASSOCIATES, INC.
MCCOOK/HASTINGS, NEBRASKA**

DATE

A. SPECIAL TERMS AND CONDITIONS

1. ACCESS TO SITE

Unless otherwise stated, the ENGINEER (hereinafter referred to as "A/E") will have access to the site for activities necessary for the performance of the services at all reasonable hours.

2. INDEMNIFICATION

Owner agrees to indemnify and hold harmless the A/E from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of its obligations under this agreement, provided that any such claim, damage, loss, or expense is not due to the negligent acts, errors, or omissions of the A/E.

3. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Owner and the A/E agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Owner and the A/E further agree to make reasonable efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

4. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the A/E as instruments of service shall remain the property of the A/E. The A/E grants the Owner full and perpetual use of the documents for its use on this project and for any future use on this facility.

5. CODES AND STANDARDS COMPLIANCE

The A/E shall put forth reasonable efforts to comply with codes, regulations, laws, and statutes in effect as of the execution of this Agreement.

6. CONSTRUCTION OBSERVATION

The A/E shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents provided by A/E. The Owner has not retained the A/E to make detailed inspections or to provide exhaustive or continuous project review and observation services. The A/E does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

7. DELAYS

The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by faulty performance by the Owner or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Owner agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this agreement.

8. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Owner and the A/E, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the A/E and its sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the A/E and its sub-consultants to all those named shall not exceed \$1,000,000.00, or the A/E's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

9. OPINIONS OF PROBABLE COST

In providing opinions of probable construction cost, the Owner understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the contractors' method or pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the A/E's qualifications and experience. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

10. SUBMITTALS

The A/E shall review and approve contractor submittals, such as shop drawings, product data, samples and other data, as required by the A/E, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. The A/E's review shall be conducted with reasonable promptness while allowing sufficient time in the A/E's judgment to permit adequate review. Review of a specific item shall not indicate that the A/E has reviewed the entire assembly of which the item is a component. The A/E

shall not be responsible for any deviations from the contract documents not brought to the attention of the A/E in writing by the contractor. The A/E shall not be required to review partial submissions or those which submissions of correlated items have not been received.

B. GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The laws of the State of Nebraska will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

2. STANDARD OF CARE

Service provided by the A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

3. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

4. TERMINATION

Either the Owner or the A/E may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the A/E for all services rendered and all costs incurred up to the date of termination, in accordance with the Fees and Payments Section of this Agreement.

5. SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Articles A2, A3, A4, and A8 shall survive the termination of this Agreement and shall remain enforceable between the parties.

6. AMENDMENT

This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 6.D.

RECOMMENDATION:

RECEIVE AND FILE AND AUTHORIZE THE MAYOR TO SIGN THE ANNUAL CERTIFICATION FORM CONFIRMING THAT FUNDS RECEIVED BY THE CITY OF MCCOOK FROM THE STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION AS PART OF THE FEDERAL AID TRANSPORTATION FUND PURCHASE-SALE AGREEMENT HAVE BEEN USED ACCORDING TO SUCH AGREEMENT.

BACKGROUND:

The Federal Aid Transportation Fund Purchase-Sale program requires that each participating entity certify each year that the funds are being used according to the terms of the agreement. This program replaces the funds allocated to first class cities from federal dollars to state dollars. As part of this agreement all first class cities in the State of Nebraska agreed to receive \$0.90 of state dollars for every \$1.00 of federal dollars that would have been originally allocated. The goal of this program was to reduce the time and ultimately the cost of road projects within first class cities by eliminating some of the federal requirements that delayed projects and increased costs in the past.

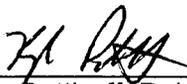
During the period between October 1, 2019 and September 30, 2020 the City of McCook expended \$32,816.86 to fund the concrete portion of the Park Avenue rehabilitation project. After this expenditure, the remaining balance in this fund is \$192,893.95 that will be used on future street projects.

**FISCAL
IMPACT:** None

RECOMMENDATION:

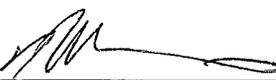
RECEIVE AND FILE AND AUTHORIZE THE MAYOR TO SIGN THE ANNUAL CERTIFICATION FORM CONFIRMING THAT FUNDS RECEIVED BY THE CITY OF MCCOOK FROM THE STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION AS PART OF THE FEDERAL AID TRANSPORTATION FUND PURCHASE-SALE AGREEMENT HAVE BEEN USED ACCORDING TO SUCH AGREEMENT.

APPROVALS:



Kyle Potthoff, Public Works Director

November 23, 2020



Nate Schneider, City Manager

November 23, 2020

Annual Certification Form

City of McCook, hereinafter "Local Public Agency" or "LPA"

Period of Time Covered by Certification
October 1, 2019 to September 30, 2020

This certification is given by LPA pursuant to the requirement of the second paragraph of Neb. Rev. Stat. §39-1307 (as this section was amended by Section 1 of LB98, 2011 Legislative Session), as required by Section 5 of the Federal-Aid Transportation Fund Purchase-Sale Agreement (the Agreement) between the State of Nebraska Department of Roads (State) and LPA.

LPA has received cash payment funds from the State according to the terms of the Agreement. LPA agreed in Section 5 of the Agreement to restrict LPA's use of the cash payment funds to certain specified uses. (See the language of Section 5 set out below). Section 6 of the Agreement requires LPA to make this certification annually. Further, the financial information on this form must also be reported in your annual reports to the Board of Public Roads Classifications and Standards.

The undersigned hereby certifies that he or she:

- (1) Has been properly authorized by LPA's governing body to make this certification on behalf of the LPA.
- (2) Has sufficient information to accurately, fully and fairly make this certification.
- (3) Is familiar with the terms of the Agreement between the LPA and the State, including particularly, the limitations on LPA's use of the cash payment funds set out in Section 5 of the Agreement.
- (4) Is familiar with LPA's accounting systems and bank and investment accounts and knows (a) where the cash payment funds have been deposited or invested and (b) how the cash payment funds have been managed and accounted for within LPA's financial records.
- (5) Is familiar with the details of all projects or activities of LPA for which funds in the cash payment account have been used by LPA.
- (6) Believes, that to the best of his or her knowledge and belief, (1) LPA's use of the cash payment funds fully and fairly complies with the requirements of Section 5 of the Agreement, and (2) LPA has segregated the cash payment it received from the State and has separately accounted for any STP and HBP portions of the cash payment within its accounting system.

Date

Signature

Michael Gonzales

Printed Name

Mayor

Title

Fund Type	FY-2019 Carryover <small>(funding amount reported last certification period as unexpended)</small>	FY-2020 Allotment	Total Available Allotment <small>(combination of FY-2019 carryover and new FY-2020 funds)</small>	Allocation Expended <small>(10/1/19 and 9/30/2020)</small>	Remaining Allocation
34750 Highway Street Buyback Program (STP)	\$72,243.69	\$153,467.12	\$225,710.81	\$32,816.86	\$192,893.95 \$211,332.95 w/Inceres
34760 Highway Bridge Buyback Program (HBP)	\$0	\$0	\$0		
Project Location and Description <small>(Please provide accurate locations and an explanation of work completed with FFPP Funds)</small>					
Location	Project Description/Work Completed				
McCook	Park Avenue Rehabilitation Project - \$32,816.86				

SECTION 5. Limitations on LPA's Use of Cash Payment. The portion of the cash payment received by LPA from the State for the purchase of **STP funds** shall be used solely for the cost of construction, reconstruction, maintenance, or repair of public highways, streets, roads, or bridges and facilities, appurtenances, and roadway structures deemed necessary in connection therewith. The portion of the cash payment received by LPA from the State for the purchase of **HBP funds** shall be used solely for the construction, reconstruction, improvement, repair or maintenance of LPA public road bridges. The LPA's use of the cash payment for "maintenance," under the prior two sentences, shall be limited to maintenance projects that preserve, restore or correct major roadway or bridge conditions and the cash payment will not be used for LPA's routine maintenance activities.

The phrase "facilities, appurtenances, and roadway structures deemed necessary in connection therewith," as used in the first sentence of this section, includes medians; accessory lanes; steps; handrails; sidewalks, adjoining trails, paths and related structures; drainage facilities such as storm sewers, curb or grate inlets, culverts, ditches, and other drainage structures; guardrails; lighting facilities; driveways; retaining walls and other similar facilities that are necessary or desirable and directly related to the proper design of streets, roads and highways.

LPA shall segregate the cash payment and shall separately account for the STP and HBP portions of any cash payment received from the State within its accounting system. The LPA may accumulate and invest the STP or HBP portions of the cash payment it receives so long as the earnings from such investments are used for the applicable purposes provided in this section. The cash payment funds may be used for any phase of an allowable project. The phases of an allowable project include, but are not limited to: 1) preliminary engineering, 2) right-of-way acquisition, 3) utility relocations, 4) construction, and 5) construction engineering.

All roads and bridges shall be designed and constructed to meet the minimum standards of the Nebraska Board of Public Roads Classifications and Standards.

15 -STREET FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
15-000-1104	MNB - PUBLIC FUNDS (770-91-7)	18,439.00	
15-000-1105	MNB - PRIM OPR (770-58-6)	192,893.95	
15-000-1112	MNB - PURCHASE ACCT (770-88-3)	0.00	
15-000-1131	ACCOUNTS RECEIVABLE	0.00	
15-000-1141	ACCRUED INTEREST INCOM	0.00	
15-000-1151	DUE FROM OTHER FUNDS	0.00	
15-000-1414	APPROPRIATIONS	<u>0.00</u>	
			<u>211,332.95</u>
TOTAL ASSETS			<u>211,332.95</u>
=====			
LIABILITIES			
=====			
15-000-2211	DUE TO OTHER FUNDS	0.00	
15-000-2411	ACCOUNTS PAYABLE	0.00	
15-000-24112	ACCOUNTS PAYABLE	0.00	
15-000-25011	OFFSET ACCOUNTS RECEIVABLE	0.00	
15-000-2502	ESTIMATED REVENUES	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
=====			
EQUITY			
=====			
15-000-3701	FUND BALANCE	<u>89,694.69</u>	
	TOTAL BEGINNING EQUITY	89,694.69	
	TOTAL REVENUE	154,455.12	
	TOTAL EXPENDITURES	<u>32,816.86</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	121,638.26	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>211,332.95</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>211,332.95</u>
=====			

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 6.E.

Receive and file the claims for the month of October 2020 as published November 20, 2020.

BACKGROUND:

Claims are presented to the Council and published each month as outline in the City Code of Ordinances.

Staff is always available to address any questions that the Council may have regarding a specific claim.

**FISCAL
IMPACT:** None.

APPROVALS:

Lea Ann Doak, City Clerk

November 25, 2020

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: _____

Receive and file the claims for the month of October 2020 as published November 20, 2020.

BACKGROUND:

Claims are presented to the Council and published each month as outlined in the City Code of Ordinances.

Staff is always available to address any questions that the Council may have regarding a specific claim.

**FISCAL
IMPACT:** None.

APPROVALS:

Lea Ann Doak, City Clerk

November 25, 2020

CITY OF MCCOOK
CLAIMS FOR OCTOBER 2020

ABBREVIATIONS FOR LEGALS: PS - PERSONAL SERVICES; S- SUPPLIES; SC - SERVICES & CHARGES; CO - CAPITAL OUTLAY; BT - BUDGET TRANSFERS

20/20 TECHS-SC 3425.00; 7-D LOCKSHOP-S 72.90; ACE-S 510.01; AKRS-S 950.42; AL'S LOCK & SAFE-S 260.00; AMERICAN AG LAB-SC 752.29; AMERICAN ELECTRIC-S 77.07; AMERICAN LEGAL PUB-SC 475.00; ANYTIME TRI-STATE TOWING-SC 679.00; ARROW CAR WASH-S 92.75; AUTO-OWNERS INS-SC 7612.00; BEACON ATHLETICS-S 342.00; BETTER HOMES-S 72.56; BLACK HILLS ENERGY-SC 1322.20; BW TELCOM-SC 144.14; C&K-S 17.43; CAMBRIDGE TELE-SC 244.51; CAROLINA SOFTWARE-S 200.00; CARQUEST-S 2081.99; CASH WA-S 7062.30; CAVANAUGH MACDONALD CONS-SC 1250.00; CENTER POINT-S 222.03; CENTRAL NE BOBCAT-SC 4.76; CENTURY LINK-SC 1112.04; CITY OF MCCOOK-PS 345020.36; CITY SELF INS-BT 145676.00; UTILITIES-SC 19111.74; CIVIIC PLUS-SC 5289.26; COMFORT INN-SC 293.85; COMMUNITY HOSP-SC 530.77; CRIMINAL ADDICTION-SC 300.00; CULLIGAN-S 60.63; CUMMINS SALES-SC 763.05; D&L PEST-S 288.00; D & S HARDWARE-S 27.15; DAS STATE ACCTG-S 896.00; DEMCO-S 500.86; DIAMOND LAKE BOOKS-S 47.85; DIAMOND VOGEL-S 36.04; DOYLE AUTO-S 88.15; EAKES-S 1904.33; ELLERBROCK NORRIS-137025.30; ENDRESS & HAUSER-S 938.83; FASTENAL-S 505.78; FICA-PS 17192.47; FRONTIER COMMUNICATIONS-SC 43.19; GALLS-S 902.05; GERHOLD-S 255.29; GERIH-CO 2775.00; GOOGLE SVCS-SC 462.00; GREAT PLAINS COMM-SC 2637.08; D. HARTWELL-SC 260.82; HENNING BROS-SC 59.00; HOMETOWN LEASING-SC 1319.94; HORIZON BANK-CO 21226.72; IDEAL-S 60.19; INLAND TRUCK PARTS-S 416.93; INT'L CODE-SC 70.60; J BAR J-SC 41514.91; JOHN HANCOCK-SC 23046.39; JOHNSTON SUPPLY-S 179.68; K & C GRAIN-S 7251.99; K-C MOTOR & ELEC-S 932.44; KOHL'S AUTO-S 162.30; K.KORGAN-S 93.00; L-TRON-S 454.35; LIFE-ASSIST-S 191.20; LYNN PEAVEY-S 32.00; MC2-CO 2203.72; MC GAZETTE-SC 1632.24; MC HUMANE SOCIETY-S 3653.00; MPPD-SC 2788.43; MCNET-SC 121.40; C MCDONALD-SC 45.00; MEAD-S 185.94; MEDICARE-PS 4793.86; MERCHANT SRVS-SC 863.25; MICROMARKETING-S 2416.96; MNB-CO 34365.42, SC 31170.27; MOTION PICTURE LICENSING-S 255.36; NE DEPT REVENUE-SC 20572.07; NE SAFETY AND FIRE-S 403.00;

NE STATE FIRE MARSHALL-S 244.00; NE TRUCK CENTER- S 20.98; NEBRASKALAND TIRE-S 589.80; NICK'S DIST-S 837.38; NPPD-SC 48718.91; O'REILLY-S 18.74; ONE CALL CONCEPTS-SC 96.04; PARDE ELECTRIC-S 165.00; PAVEMENT REPAIR AND SUPPLIES-CO 2150.00; PLATTE VALLEY COMM-S 310.00, POWER PLAN-S 169.32; QUADIENT FINANCE-SC 600.00; QUILL-S 285.74; RADIOLOGY SRVS-SC 496.00; ROCHESTER MIDLAND-S 287.91; M. SIS-SC 1800.00; SKILLPATH-SC 359.00; S. SMITH-SC 45.00; SOUTHWEST FARM & AUTO-S 942.00; SWANSON SIGN-SC 105.00; T.O. HAAS-S 40.00; TASTE OF HOME-S 27.80; TITAN MACHINERY-S 145.75; TREE REBATE-175.00; TYLER TECH-SC 2015.82; UMR-SC 201885.11; USPS-SC 1330.32; US FOODS-S 1736.08; UTILITY REF- 387.64; VERIZON-SC 2193.71; VIRTUAL ACADEMY-SC 483.00; VK ELECTRONIC-S 800.00; WALMART-S 341.64; WASTE SYSTEMS-S 899.84.

-s- Lea Ann Doak
City Clerk

Publish: November 20, 2020

CITY MANAGER'S REPORT
DECEMBER 7, 2020 MCCOOK CITY COUNCIL MEETING

ITEM 6.F.

Authorize Resolution No. 2020-31 approving the Mayor to sign the application to purchase the Ford Transit 12-passenger van. This 12-passenger van will replace the 2003 12-passenger Chevrolet small bus. 100% Federal funds will be used for the replacement van.

BACKGROUND:

Funds are available through the Federal Transit Authority with no State or local matching funds needed. The Federal match is usually 80% with 10% State match and 10% local match. There is a limited amount of funds available. The criteria for full replacement was a vehicle in the fleet over 4 years old with over 100,000 miles, listed in fair condition. Our 2003 bus has almost 160,000 miles. The Ford Transit van is wheelchair assessable with a rear lift and will hopefully get better gas mileage. The City of McCook Transit provides transportation services to the general public within the city limits of McCook from 8:30 to 4:30 Monday through Friday.

FISCAL IMPACT:

The estimated costs of the project by source of funds is \$65,000 in Federal Funds, with no state or local match from the City of McCook.

RECOMMENDATION:

Approve and authorize the Mayor to sign the Application for the purchase of a Ford 12-passenger van with wheelchair lift for the City of McCook Transit.

APPROVALS:

Beth Siegfried, Senior Services Director

December 7, 2020

Nate Schneider, McCook City Manager

December 7, 2020

RESOLUTION NO. 2020-31

**SIGNING OF THE
5311 Vehicle Application for Federal Transit Administration Funding**

Whereas: The Federal Transit Authority has authorized federal funding for municipalities to purchase transit vehicles so long as the funds replace a vehicle in the municipalities' fleet that is over four years old and the vehicle to be replaced has 100,000 miles and is listed in fair condition; and

Whereas: The City of McCook has a bus that was manufactured in 2003 with said bus having 160,000 miles of usage; and

Whereas: The City of McCook desires to purchase a Ford Transit 12 passenger van by using Federal Transit Authority funds in order to provide transit services to the general public; and

Whereas: As a prerequisite for consideration of the Federal Transit Authority funds, a 5311 Vehicle Application for Federal Transit Administration Funding must be submitted.

Be it resolved that the Mayor of the City of McCook is hereby authorized to sign the attached 5311 Vehicle Application for Federal Transit Administration Funding.

Adopted this 7th day of December, 2020 at McCook, Nebraska.

Mayor

ATTEST:

Lea Ann Doak, City Clerk

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

5311 Vehicle Application for Federal Transit Administration Funding



Public Transit

For any questions please email:

wayne.masek@nebraska.gov (mailto:wayne.masek@nebraska.gov)

Transit Program Name:

City Of McCook Transit

Location:

1312 West 5th St

Date:

11/24/2020

Legal Name:

City of McCook

Sponsoring Contractor D-U-N-S No.:

053460457

Employer Identification Number (EIN):

47-6006273

Applicant Address:

West 5th and C St.

Telephone:

308-345-6089

Email:

bsiegfried@cityofmccook.com

Executive Officer's Name:

Nate Schneider

Title:

City Manager

Person Responsible for Daily Operation of Project:

Beth Siegfried

Vehicles are intended to:

Replace Existing Vehicle(s)

yes

Expand Existing Fleet

no

Start New Service

no

Project Budget:

Asset

Vehicle/Equipment/Other Description

Quantity

Unit Cost

Total Cost

Vehicle

12-Passenger Van (Without WheelChair Lift or Ramp)

0

\$32,000

\$0

Vehicle

Lowered Floor Minivan With Ramp

0

\$48,000

\$0

Vehicle

Small Bus With WheelChair Lift

0

\$75,000
\$0
Vehicle Ford Transit conversion van 1 \$65,000 \$65,000
Total: 100% \$65,000
Federal Share: 80% \$52,000
State Share: 10% \$6,500
Local Share: 10% \$6,500

Please identify the vehicle(s) to be replaced:

VIN	Make	Model	Year	Mileage	Number of Wheel Chair Positions	Condition	Remain as Backup	Be Disposed
1GBJG31U131182166	Chevrolet	Small bus	2003	37296	2	fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Matching Funds Source:

None needed 100% Federal funds
Person Who Prepared This Application: Beth Siegfried
Address: 1312 West 5th ST
Telephone: 308-345-6098 Fax: 308-345-6795 Email: bsiegfried@cityofmccook.c
I certify by my signature, either written or authorized to submit electronically, this application and supporting documentation are correct and to the best of my knowledge allowable.
Authorized By: Mayor Mike Gonzales
Authorized Date: 12/07/2020

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: **6.G.**

Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2021 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

BACKGROUND:

A liquor license issued by the Nebraska Liquor Control Commission and outstanding may be automatically renewed by the Commission without formal application upon payment of the state registration fee and license fee to the Commission.

The City Clerk shall publish one time between January 10 and January 30 of each year, individual notice of the right of automatic renewal of each retail liquor and beer license using the form presented in Section 53.135.01 of the Nebraska Liquor Act. A list of existing license holders and the type of license they hold is also included.

In the attached City Manager's Report prepared by Police Chief Smith, he recommends automatic renewal of all liquor licenses.

**FISCAL
IMPACT:** None.

APPROVALS:

Lea Ann Doak, City Clerk

December 7, 2020

**CITY MANAGERS REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 6.G.

RECOMMENDATION:

APPROVE THE AUTOMATIC RENEWAL OF LIQUOR LICENSES IN THE CITY OF MCCOOK

BACKGROUND:

LIQUOR LICENSES IN THE CITY OF MCCOOK:

Retail License Name (DBA)

- | | |
|---------------------------------------|-----------------------------------|
| 1. Bottle Shop | 309 East B St. |
| 2. Casey's General Store #2984 | 204 West B St. |
| 3. Casey's General Store #1954 | 810 East B St. |
| 4. Casey's General Store #2291 | 704 West B St. |
| 5. CITTA' DELI LLC | 110 West 1 st St. |
| 6. Cobblestone Hotel & Suites | 1301 N. Highway 83 |
| 7. Coppermill Restaurant & Lounge | North Highway 83 & Coppermill St. |
| 8. EAGLES FRAT ORDER 2769 | 805 East B St. |
| 9. EL PUERTO 3 | 309-311 Norris Ave. |
| 10. Fuller's Family Restaurant | 110 Norris Ave. |
| 11. Gary's Super Foods IV | 212 Westview Plaza |
| 12. Heritage Hills Golf Course | 6000 Club House Dr. |
| 13. HI Times Liquor Mart 1 | 502 East B St. |
| 14. Holiday Inn Express McCook | 711 N. Highway 83 |
| 15. Knights of Columbus 1126 | 308 East 9 th St. |
| 16. Old Sarge's Bar Inc | 114 West 1 st St |
| 17. Loop Brewing Company (2 Licenses) | 404 West A St. |
| 18. N-STANT Convenience Store 1 | 1111 West B St. |
| 19. Outlaws 1882 Saloon | 1006 West B St. |
| 20. Pizza Hut of McCook | 811 N. Highway 83 |
| 21. Sehnert's Bakery | 312 Norris Ave. |
| 22. Spirit Shop | 503 West B St. |
| 23. Taste of Texas BBQ | 112 West 11 th St. |
| 24. Tequilas Mexican Grill | 205 Norris Ave. |
| 25. TJ's Family Fun Center | 1511 N. Highway 83 |
| 26. Walmart #790 | 1902 West B St. |

ENFORCEMENT WARNINGS:

None

VIOLATIONS:

Outlaws 1882 Saloon

08/04/2020

Improper storage of alcohol in an unlicensed location without permission from the Nebraska Liquor Control Commission.

Fine in lieu of five-day suspension.

FISCAL IMPACT:

None

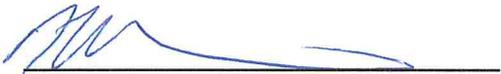
RECOMMENDATION:

Approve automatic renewal of liquor licenses in the City of McCook.

APPROVALS:



JOEL SMITH CHIEF OF POLICE



NATHAN A. SCHNEIDER CITY MANAGER

12-2-20

DATE

12-2-20

DATE

**CITY MANAGER'S REPORT
DECEMBER 7, 2020 CITY COUNCIL MEETING**

ITEM: 7.A. Discussion regarding MEDC's request for \$25,000 of ACE fund assistance, said funds to be included as part of a \$250,000 local pledge for a Rural Workforce Housing Fund grant.

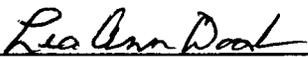
BACKGROUND:

The Rural Workforce Housing fund (RWHF) provides matching grants to non-profit development organizations administering workforce housing investment funds through a competitive process. The funds are invested in eligible projects to increase the housing supply and reduce the cost of workforce housing in Nebraska's rural communities. Workforce housing, per the RWHF fund, includes housing that meets the needs of working families and is attractive to new residents locating in a rural community.

MEDC is currently putting together an RWHF grant proposal for Red Willow County. The City of McCook is in need of additional housing, as illustrated in its 2013 housing study. In recent years, the Quillan Courts, Clary Village, and North Pointe projects have been completed, providing additional housing for Red Willow County's residents. Despite these efforts, more housing is needed.

MEDC is proposing to create a \$750,000 fund that can be used for low interest, deferred loans with the hope of lowering the cost of building eligible housing and/or provide housing rehabilitation assistance. In order to fund the desired loan amount, MEDC is applying for a \$250,000 grant through RWHF and a \$250,000 match through NIFA. Locally, MEDC is attempting to raise \$250,000 to put toward the housing loan fund.

Andy Long, Director of the MEDC, has requested that the City of McCook contribute \$25,000 of ACE funds to be committed toward the local match amount of \$250,000. The McCook City Council has placed MEDC's request on this agenda for discussion.



November 24, 2020

Lea Ann Doak, City Clerk



November 24, 2020

Nathan A. Schneider, City Manager

Rural Workforce Housing Fund (RWHF)

The Rural Workforce Housing Fund (RWHF) provides matching grants to non-profit development organizations administering workforce housing investment funds through a competitive process. The funds are invested in eligible projects to increase supply and reduce the cost of workforce housing in Nebraska's rural communities.

Workforce housing is housing that meets the needs of working families and is attractive to new residents locating in a rural community.

Housing Projects Eligible for RWHF Grants Include:

- New owner-occupied housing costing no more than \$275,000.
- New rental housing units costing no more than \$200,000.
- Owner-occupied or rental housing units for which the cost to substantially rehabilitate exceeds 50% of a unit's assessed value.
- Upper-story housing.
- Rehabilitation/conversion of an existing building into housing.
- And in all cases, housing that does not receive federal or state low-income housing tax credits, Community Development Block Grants, HOME funds, National Housing Trust Fund, or funds from the Affordable Housing Trust Fund.

Eligible Areas

Communities in a county with a population of less than 100,000 as determined by the most [recent federal decennial census](#).

Presently, this excludes communities in Douglas, Lancaster, and Sarpy Counties.

Eligible Grantees

Grantees must be non-profit development organizations, approved by the DED director, that invest or intend to invest in workforce housing eligible activities, and have an active board of directors with expertise in development, construction, and finance.

Grants

Grants shall be awarded on a competitive basis until grant funds are no longer available. The initial competitive application cycle took place in 2017-18. A new allocation of funds allows for a 2020 application cycle. The 2020 application cycle is now open. A required Letter of Intent is due December 15, 2020. Applications are due January 28, 2021.

No more than \$1,000,000 may be awarded to any one non-profit development organization over a two-year period, with no more than \$2,000,000 cumulative for any single grantee through fiscal year 2020-21.

RWHF grants require a minimum one-to-one in matching funds.

Matching funds can be dollars contributed by individuals, businesses, foundations, local and regional political subdivisions, or other non-profit organizations into a single investment fund, administered by the eligible nonprofit development organization.

Awards

Competitive awards from the RWHF are evaluated on demonstrations of:

- Ongoing workforce housing needs as identified by a recent housing study.
- Difficulties filling employment positions or attracting workers in communities or regions with a low unemployment rate.
- A community's or region's commitment to growing its housing stock.
- A project's likelihood of occupancy in a period of 24 months.
- The ability to grow and manage an investment fund for rural workforce housing.

McCook Economic Development Corporation proposal

MEDC is currently putting together a grant proposal for Red Willow County. The most recent housing study conducted in McCook in 2013 showed a need for 147 new owner housing units and 132 new rental units by 2023. In addition, the report showed that we had 115 housing units that needed moderate rehab, 55 that needed substantial rehab, and 96 that needed demolished. The addition of Quillan and Clary did provide 32 new rental units for individuals earning less than 60% of the area median income and there has been new construction at the high end of the market.

The report showed we needed 85 new units for owners and 46 units for rentals in the 81-125% of area median income range and this has been a tough area to meet. There has been some rehab work to improve housing, but the cost to build makes it difficult to provide new housing units for workforce housing.

The MEDC proposal is going to recommend creating a \$750,000 fund that can be used as a low interest deferred loan to lower the cost of building or substantial rehab. All housing project (new owner-occupied, new rental, substantial rehab, and upper floor housing) will be eligible for the program.

We are planning on raising \$250,000 locally, applying for a NIFA match of \$250,000, and applying to the Rural Workforce Housing Fund for \$250,000. If awarded and implemented, this could help increase property values over \$600,000 in two years and with the fund be a revolving fund, could continue to increase housing stock and property values indefinitely. The housing programs this will fund may not happen without access to this low interest capital or it may take longer to development. In addition to increasing property values, it can also help meet some of our workforce needs.

**CITY MANAGER'S REPORT
DECEMBER 2, 2020 CITY COUNCIL MEETING**

ITEM: 7.B. Discussion regarding potentially rescheduling a capital improvement strategic planning meeting.

BACKGROUND:

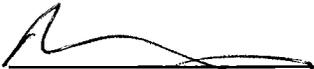
During this past budget season, the McCook City Council emphasized its desire to hold discussions regarding desired capital improvements. Some of the capital improvements that have been discussed in the past include: a swimming pool rehabilitation project or a new swimming pool, an athletic facility project, and an upgrade to the auditorium. A strategic planning meeting was scheduled for November 10. Due to COVID concerns, the meeting was postponed. Staff is including this item to give the City Council an opportunity to determine how it wishes to proceed with scheduling a capital improvement strategic planning meeting.

Council has asked staff to continue placing this item on the agenda with the hope that a meeting can be scheduled in the near future.



Lea Ann Doak, City Clerk

November 24, 2020



Nathan A. Schneider, City Manager

November 24, 2020

**CITY MANAGER'S REPORT
DECEMBER 7 2020 MCCOOK CITY COUNCIL MEETING**

ITEM 7.C. Receive and file a discussion regarding COVID-19 related items and updates.

BACKGROUND:

This agenda item has been included to discuss COVID-19 issues and how they relate to the City of McCook. For this agenda item, we will continue discuss the most recent Directed Health Measures and how they relate to the City of McCook.

APPROVALS:



Nathan A. Schneider, City Manager

November 24, 2020



Lea Ann Doak, City Clerk

November 24, 2020