

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, March 1, 2021
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Citizen Comments.
2. Announcements & Recognitions.
3. Consent Agenda.
 - A. Approve the minutes of the February 15, 2021 regular City Council meeting and the February 18, 2021 special City Council meeting.
 - B. Adopt Resolution No. 2021-02, certifying that the City of McCook is considered to be capable of providing public transportation for its citizens for the two year grant period of fiscal year July 1, 2021 to June 30, 2022 and fiscal year July 1, 2022 to June 30, 2023.
4. Regular Agenda.
 - A. Council Comments.
 - B. Meeting of the McCook Community Development Agency.
 1. Recess as a City Council and convene as the McCook Community Development Agency for consideration of the CDA Agenda.
 2. Call to Order and Roll Call.
 3. Open Meetings Act Announcement.
 4. Approve Resolution No. CDA 2021-01 authorizing the assignment and assumption of the Redevelopment Agreement entered into by the Community Development Agency of the City of McCook, Nebraska and Smoker's Outlet, Inc. d/b/a N-Stant Convenience, with Nothnagel Holdings, LLC to stand as assignee.
 5. Adjournment of Community Development Agency meeting.

Adjournment.

**CITY MANAGER'S REPORT
MARCH 1, 2021 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the February 15, 2021 regular City Council meeting and the February 18, 2021 special City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 23, 2021

McCook City Council
February 15, 2021
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, Muehlenkamp, Rambali.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Utilities Director Dutcher, Water Superintendent Pat Fawver, Fire Chief Harpham, 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 February 11, 2021, 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 Comments.

Jayne Lyons, requested that the Southwest Public Health Department make regular reports to the Council on positive COVID-19 cases in McCook and the progress of vaccinations given.

Andy Long, who will be unable to attend the special meeting on Thursday, shared a portion of he results of the community survey, where a new pool was ranked as the number one priority project. Followed by infrastructure improvements to unusable/unoccupied commercial buildings; expansion of hike/bike trails; better emergency services; new outdoor athletic facility; alternative energy available; and improvements to unusable/unoccupied commercial buildings. The majority of respondents favored using sales tax revenue rather than an increase in taxes to pay for the projects. Mr. Long also suggested that the Council develop a long-term plan for the auditorium before moving forward with additional improvements of the auditorium.

Dale Dueland supported Mr. Long's comments, adding that he is currently the Board Chair of the Nebraska Community Foundation and that he would work with the Council on community development.

Bill Watts, expressed concerns with the unoccupied St. Catherine's Apartment building and the recent fire started by a squatter in the structure.

Phil Lyons asked again what he requested at the November 15, 2020 council meeting, that the Council call a meeting of the Board of Health. Red Willow County is not out of the woods yet with COVID-19. That board can enact rules to help make the community safe.

2. Announcements & Recognitions.

City Manager Schneider reminded the Council of the special planning session scheduled to be held Thursday, February 18 at the Memorial Auditorium beginning at 7:00 P.M. Chairs will be set apart to socially distance and masks are strongly encouraged.

In response to Ronda Graff's question regarding what citizens can do if they are unable to attend, Mayor Gonzales stated they could email him or any other member of the Council their concerns.

3. Public Hearings.

3.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held January 25, 2021.

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 January 25, 2021 with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated February 15, 2021 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the January 25, 2021 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (8 pages); and Exhibit #4 - the minutes of the October 26, 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.

There being no further comments, motion to adjourn the public hearing and reconvene as a City Council. This motion, made by Calvin and seconded by Gonzales, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.B. Receive and file the minutes of the October 26, 2020 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to receive and file the minutes of the October 26, 2020 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4. Consent Agenda.

Councilmember Muehlenkamp requested to remove Item B from the Consent Agenda and placed on the Regular Agenda.

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

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 4.A. Approve the minutes of the February 1, 2021 regular City Council meeting.
- 4.C. Receive and file the Property Damage Incident Form from Marc G. Riccitelli and instruct that it be submitted to the City's insurance carrier for review and appropriate action.
- 4.D. Approve an application from Pinpoint Communications, Inc., to occupy city right-of-way for the purpose of installing conduit that will house communication cables running north from "B" Street to East "D" Street in the alley between East 4th and East 5th Street.
- 4.E. Receive and file the claims for the month of January 2021 as published February 5, 2021.
- 4.F. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for their 6th Annual St. Patrick's Day Celebration in the Citta' Deli parking lot, 110 West 1st Street, on March 13, 2021 from 12:00 P.M. to 11:59 P.M.
- 4.G. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a rodeo event to be held at the Kiplinger Arena Building, 1412 West 5th Street, on March 12, 2021 from 12:00 P.M. to 1:00 A.M. and March 13, 2021 from 12:00 P.M. to 1:00 A.M..
- 4.H. Receive and file the Financial Report for the period ending January 31, 2021.

5. Regular Agenda.

- 4.B. Award the contract for the City Auditorium Front Step Replacement to BSB Construction of Curtis, Nebraska, in the amount of \$64,867.40, that being the lowest best bid.

Wanting to get input from the public at Thursday's planning meeting regarding the long-term plan for the auditorium, Muehlenkamp made a motion to postpone the award of the contract for the City

Auditorium Front Step Replacement to BSB Construction of Curtis, Nebraska. Seconded by Calvin, Failed.

Gonzales: NAY, Calvin: NAY, Weedon: NAY, Muehlenkamp: YEA, Rambali: YEA
YEA: 2, NAY: 3

Motion to award the contract for the City Auditorium Front Step Replacement to BSB Construction of Curtis, Nebraska, in the amount of \$64,867.40, that being the lowest best bid. This motion, made by Gonzales and seconded by Calvin, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

5.A. Discussion regarding setting a day to hold a special city council meeting for orientation and continuing education purposes.

After discussion, council orientation was scheduled for March 14, 2021 at 10:00 A.M., beginning at the Heritage Senior Center.

5.B. Council Comments.

Mayor Gonzales thanked the city crews for all they have done during the recent winter storm and extremely cold conditions.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:36 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
February 18, 2021
7:00 PM Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 7:00 o'clock P.M. in the Memorial Auditorium.

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Library Director Crocker, Utilities Director Dutcher, Water Superintendent Fawver, Fire Chief Harpham, 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 February 11, 2021, 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 Memorial Auditorium and available for public review and called the meeting to order.

1. Town Hall meeting - strategic planning.

City Attorney Mustion served as moderator and reviewed the process for the meeting.

Presenters were:

City Manager Schneider gave a financial review, including revenue sources, and provided a history of projects completed by the City.

Grant Norgaard, Chair of the Pool Committee, reviewed their report.

Jessica Bortner, Community Hospital Health Foundation Executive Director, stated that the foundation has had discussion regarding partnering with others on a walking trail starting at the junction of Highways 6/34 & 83, going north to "Q" Street. The project would include installation of new sidewalk, widening of existing sidewalk, and a lighted crosswalk to the Prairie Arboretum at the intersection of West "J" Street. They are still in the development stage.

Public Works Director Potthoff addressed needs of the Public Works Department, some of which

have been on the list for several years: bathrooms at Karrer Park, Barnett Park road and shelter house renovation, ballparks - current use has out-grown the facilities, and the 80 year old pool.

The meeting was open to comments from citizens. Project ideas included needed infrastructure, such as funding for water and sewer, for new housing development; the need for new housing; pickle ball courts; a new swimming pool, possibly a year round pool; a new sports complex to serve baseball and softball needs; baseball and softball practice fields; the need for better paying jobs, jobs that included insurance; a catering kitchen for the auditorium; and a need for daycare.

Mayor Gonzales shared comments he received by email; electrical car chargers at Karrer Park, the swimming pool, walking trail, the dog park, the Jaycee parking lot, road repair and shelter house renovation at Barnett Park, auditorium renovation, and continued street repair.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 9:05 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
March 1, 2021 CITY COUNCIL MEETING

ITEM 3.B.

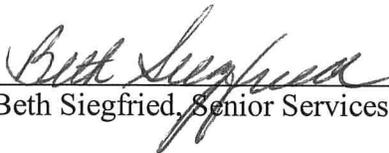
RECOMMENDATION: Adopt Resolution No. ²⁰²¹⁻⁰², certifying that the City of McCook is considered to be capable of providing public transportation for its citizens for the two year grant period of fiscal year July 1, 2021 to June 30, 2022 and fiscal year July 1, 2022 to June 20, 2023.

BACKGROUND: City of McCook Public Transit is applying for federal and state funds to operate the rural transit services in the service area indicated in its Section 5311 application for the project years beginning July 1, 2021 and ending June 30, 2023. The operating funds will be used for the portion of the budget for payroll expenses to retain 6 employees who are drivers, dispatcher or other related transit positions. City of McCook Transit agrees to the terms and conditions of the protective arrangements included in Section 533(b) of Title 49 U.S. Code.

FISCAL IMPACT: None

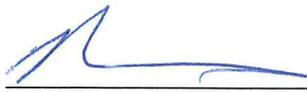
RECOMMENDATION: Adopt Resolution No.- , certifying that the City of McCook is considered to be capable of providing public transportation for its citizens.

APPROVALS:



Beth Siegfried, Senior Services Director

3-1-2021
Date



Nate Schneider, City Manager

2-24-21
Date

RESOLUTION NO. 2021-02

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act (FTA) and the Nebraska Public Transportation Assistance Program, and

WHEREAS, the City of McCook Public Transit desires to apply for said funds to provide public transportation in the City of McCook.

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of McCook, Nebraska, did review and approve the application for said funds at its regular meeting on March 1, 2021, and do hereby certify that the City of McCook is considered to be capable of providing public transportation to its citizens; and

hereby instructs the City of McCook Public Transit to apply for said funds. Said funds are to be used for the City of McCook Public Transit's transportation operations in FY 2021-2022 and FY 2022-2023 Application for Public Transportation Assistance; and

hereby authorize the Mayor of the City of McCook to execute said Application on behalf of the City.

Moved by:

Seconded by:

ROLL CALL: YEA: 5 NAY: 0

Approved this 1st day of March, 2021.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

PUBLIC NOTICE

Notice is hereby given that the City of McCook Public Transit as an Applicant requesting financial assistance from the Federal Transit Act, generally described below.

Be it resolved by the Mayor and Council Members of the City of McCook, Nebraska, that:

1. The City of McCook shall enter into an Agency Agreement with the Federal Transit Act for the two year grant period of fiscal years July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023 for the purpose of obtaining operating assistance to provide transportation for the general public.
2. Location of the Project is the within the city limits of McCook NE.
3. The estimated cost of the Project by source of funds are
Purpose of the Project is for operating assistance to provide general public transportation. Location of the Project is the city limits of McCook, NE. The estimated cost of the Project by source of funds are \$175,645 in federal funds and \$62,751. in state funds and \$62,751 in local funds from the City of McCook.
4. The Mayor of the City of McCook is hereby authorized and directed to execute said Agency Agreement on behalf of the City, and the City Clerk is hereby authorized to attest to said execution.

A copy of the Application for Financial Assistance of the Project is available for Public inspection at 505 W. C St., McCook, NE. Written comments for consideration by City of McCook Public Transit will be accepted at City of McCook, 505 W. C St., McCook, NE for a period of 10 days ending March 8, 2021.

-s Lea Ann Doak
McCook City Clerk
City of McCook Public Transit

Publish: February 25, 2021

5311 Operating Assistance State Fiscal Year 2021-2022

Exhibit A

- a. Certification of Compliance with Civil Rights
 - b. Certification of Restrictions on Lobbying
 - c. Labor Narrative
 - d. Acceptance of Special 5333(B) of Title 49
 - e. Certifications and Assurances for FTA Programs
 - f. Transit Asset Management (TAM) Certification and Accountable Executive
 - g. Certification of Equivalent Service
-

NDOT's Commitment to Civil Rights

Title VI of the Civil Rights Act of 1964 is a Federal law that protects individuals and groups from discrimination on the basis of their race, color, and national origin in programs and activities that receive Federal financial assistance. Reference to Title VI includes other civil rights provisions of Federal statutes and related authorities to the extent they prohibit discrimination in programs and activities receiving Federal financial assistance.

Title VI compliance is defined as when the recipient has effectively implemented all of the Title VI requirements or can demonstrate that every good faith effort has been made toward achieving this end.

All programs conducted by NDOT and the Section 5311 program recipients must meet the requirements. Education, training, work opportunities, benefits, and provision of services are examples of programs that must meet the Title VI requirements, whether provided directly by the recipient or its subrecipients, agents, contractors, or other vendors.

Discrimination is defined as: (*action or inaction*) whether intentional or unintentional, through which a person or group, solely because of race, color, national origin, disability, sex, age or income status, has been otherwise subjected to unequal treatment or impact, under any program or activity receiving Federal financial assistance.

A complaint may be filed by any individual or group that believes they have been subjected to discrimination or retaliation based on their race, color, national origin, sex, age, disability or income status. The complaint may be filed by the affected party or a representative and must be in writing.

Section 5311 program recipients who feel they have been discriminated against by any NDOT employee or its agent/contractor may contact the NDOT Transit Section. A review will be made to determine if NDOT has jurisdiction to investigate the issues raised. If NDOT does not have jurisdiction, the complaint will be forwarded to the appropriate agency. If NDOT does have jurisdiction, the allegations will be investigated and an attempt will be made to resolve the matter. If violations are found and negotiations to correct the violation are unsuccessful, enforcement proceedings may be initiated to attain compliance.

In addition, any individual or group who believes they have been discriminated against by an employee of a Section 5311 program recipient or its agent/contractor should first contact the Section 5311 recipient in writing. NDOT should also be notified of the complaint within 5 working days.

NDOT and the Section 5311 program recipients are prohibited from retaliating against any person because they reported an unlawful policy or practice, or made charges, testified, or participated in any complaint action under Title VI. If an individual or group believes they have been retaliated against, they should immediately contact NDOT to report their allegation. Filing a complaint with NDOT does not prevent an individual or group from seeking remedy through other resources.

Complaints should be addressed to:

Nebraska Department of Transportation

Attn: Kari Ruse

1400 Hwy 2

PO Box 94759

Lincoln NE 68509-4759

(402) 479-4694

kari.ruse@nebraska.gov

Certification of Compliance with Civil Rights

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132,
49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights – The following requirements apply to the underlying contract:

- (1) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the applicant certifies it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Applicant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
 - (a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Applicant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Applicant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Applicant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.
 - (c) **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Applicant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.
- (3) **Disadvantaged Business Enterprise** – To the extent authorized by Federal law, the Applicant agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assure that each subrecipient, lessee, third-party contractor, or other participant at their tier of the Project will facilitate participation by DBEs in the Project to the extent applicable.
- (4) **Access to Services for Persons with Limited English Proficiency** – The Applicant agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. Section 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
- (5) The applicant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

The following information is required by the Federal Transit Administration. The economic/racial/ethnic composition of your governing body or riders will not be considered as a factor in awarding grants.

Check Yes or No:

Has your transit agency received any Title VI nondiscrimination complaints in the last fiscal year? If Yes, attach all documentation to this application. Yes No

Our governing body (*Board of Director, City Council, etc.*) is made up predominantly of minority and/or low-income individuals. Yes No

Potential riders/clients of our transportation service will be predominantly minority and/or low income individuals. Yes No

Signature

Mayor

Title

3-1-2021

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Mike Gonzales Mayor of the City of McCook, hereby certify on
(Name and Title of Grantee Official)

behalf of The City of McCook :

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that language of this certification be included in the award documents for all subawards at all tiers, *(including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements)* and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Note: Pursuant to 31 U.S.C. Section 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.)

The applicant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Applicant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature

Mayor

Title

3-1-2021

Date

LABOR

Please state in a narrative how this project will affect the employment conditions of your employees. What is the anticipated impact on employment of eligible public mass transportation providers in your proposed service area? Federal Transit Administration rules and regulations have defined public transportation as "any transportation by bus or rail or other conveyance, either publicly or privately owned, which provides to the public general or special services on a regular and continuing basis," Public transportation does not include the following: 1) school bus, charter or sightseeing service; 2) exclusive ride taxi service; and 3) service to individuals or groups which excludes use by the general public (*i.e., age or income restrictions*).

The term transportation service area of your project is intended to include the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project.

Note: An eligible recipient includes those providers who are approved to receive Section 5311 assistance and other providers who qualify for Section 5311 assistance.

Applicants for Section 5311 assistance are required to abide by all conditions of the Section 5333 (b) warranty (see page d. of Exhibit A.) A listing of eligible public mass transportation providers in the applicant's transportation service area should be provided with this document.

Labor Narrative:

Labor Narrative

City of McCook Public Transit is applying for federal and state funds to operate the rural transit services in the service area indicated in its Section 5311 application for the two year grant period of fiscal year July 1, 2021 to June 30, 2022 and fiscal year July 1, 2022 to June 30 2023. The operating funds will be used for the portion of the budget for payroll expenses to retain the six employees who are the drivers, dispatcher or the other related transit positions. City of McCook Transit agrees to the terms and conditions of the protective arrangements included in Section 5333(b) of Title 49 U.S. Code.

City of McCook Public Transit will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that City of McCook Transit has received federal assistance under the Federal Transit statute and has agreed to comply with these terms

**ACCEPTANCE OF SPECIAL 5333(B) OF TITLE 49,
UNITED STATES CODE WARRANTY FOR APPLICATION
TO THE SMALL URBAN AND RURAL PROGRAM**

Name of Subrecipient: City of McCook Transit

Address: 1312 West 5th St

McCook Ne 69001

Telephone: 308-345-6098

The recipient, for and in consideration of a transportation grant to be made available to the recipient, pursuant to Section 5311 of Title 49, United States Code, hereby agrees to accept the terms and conditions of the Special 5333 (b) Warranty, incorporated herein and made a part hereof by reference, absent a waiver by the U.S. Department of Labor.

The recipient hereby agrees that it is the exclusive designated legally responsible party under the terms of the Special Section 5333 (b) Warranty and that the State of Nebraska, acting through the Nebraska Department of Roads assumes no obligation under the terms of the Special Warranty which are not otherwise part of its normal obligation as a grant administering agency.

The recipient hereby authorizes the presentation of this acceptance by the state of Nebraska to the U.S. Department of Labor as evidence of the Recipient's commitments above described.

City of McCook Transit

Subrecipient

Signature

Mayor

Title

3-1-2021

Date

TRANSIT ASSET MANAGEMENT CERTIFICATION

The Federal Transit Administration (FTA) implemented a Transit Asset Management (TAM) program under CFR Title 49, Part 625. The TAM program provides a framework that prioritizes funding based on the condition and maintenance of transit assets, such as vehicles, equipment and facilities. The purpose of the FTA rulemaking is to achieve and maintain a state of good repair for transportation assets.

The TAM rule requires every transit provider that receives federal financial assistance under 49 U.S.C. Chapter 53 to develop a TAM plan or participate in a group TAM plan prepared by a sponsor. The Nebraska Department of Transportation (NDOT) is the sponsor of the group plan for rural public transportation providers receiving Section 5311 funds.

As a subrecipient of these funds, you are required to adopt the NDOT Transit TAM Plan or decline to participate in the group plan. Your agency is also required to name an Accountable Executive who is responsible for approving the group TAM plan. This individual serves as the participant agency's chief executive and should be involved in decision-making regarding investment prioritization.

NDOT's Group TAM Plan is available for review at https://s3.amazonaws.com/documentstndot/NDOR_Documents/General_Transit_Documents/NDOT+Transit+Asset+Management+Group+Plan.pdf

By signing below, you agree to be the Accountable Executive for your agency:

 Signature	Beth Siegfried Print Name
City of McCook Transit Manager Title	3-1-2021 Date

If you decline to participate in the group TAM plan, you are required to develop a plan for your agency in compliance with federal regulations and report TAM information annually to the National Transit Database. Please notify your intention to decline participation in NDOT's group TAM plan by written notification to the address below:

Kari Ruse
NDOT Transit Manager
PO Box 94759
Lincoln NE 68509-4759
kari.ruse@nebraska.gov
(402) 479-4694

**FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR
FTA ASSISTANCE PROGRAMS FOR STATE FY 21-22 APPLICATION**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of McCook Transit

The Applicant certifies to the applicable provisions of categories 01–20. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	<u>N/A</u>
02 Public Transportation Agency Safety Plans	<u>N/A</u>
03 Tax Liability and Felony Convictions	<u>N/A</u>
04 Lobbying	<u>N/A</u>
05 Private Sector Protections	<u>N/A</u>
06 Transit Asset Management Plan	<u>N/A</u>
07 Rolling Stock Buy America Reviews and Bus Testing	<u>N/A</u>
08 Urbanized Area Formula Grants Program	<u>N/A</u>
09 Formula Grants for Rural Areas	<u>N/A</u>
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<u>N/A</u>
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<u>N/A</u>

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	N/A
13	State of Good Repair Grants	N/A
14	Infrastructure Finance Programs	N/A
15	Alcohol and Controlled Substances Testing	N/A
16	Rail Safety Training and Oversight	N/A
17	Demand Responsive Service	N/A
18	Interest and Financing Costs	N/A
19	Construction Hiring Preferences	N/A
20	Cybersecurity Certification for Rail Rolling Stock and Operations	N/A

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: City of McCook Transit

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2021

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____

Date: 3-1-2021

Name City of McCook Transit

Summary Page

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

5311 Funding Application
for Public Transportation Operating Assistance
Fiscal Year: 2021-2023



For any questions please email : frank.faughn@nebraska.gov

Federal Reimbursement Calculation

1	Operating Costs (total from Page 3)	\$	237577
2	Project Income (From above)	\$	20000
3	Estimated Net Operating Deficit (Line 1 minus Line 2)	\$	217577
4	Federal Funds Requested (50% of Line 3)	\$	108789
5	Remaining Net Deficit (Line 3 minus Line 4)	\$	108788

State Reimbursement Calculation - Operating Costs

6	State Funds Requested (50% of Line 5)	\$	54394
7	Local Matching Funds Required (Line 3 minus Line 4 minus Line 6)	\$	54394

Federal Reimbursement Calculation - Non-Operating Costs

8	Non-Operating Costs (Total from Page 4)	\$	83570
9	Federal Funds Requested (80% of Line 8)	\$	66856

State Reimbursement Calculation - Non-Operating Costs

10	State Funds Requested (10% of Line 8)	\$	8357
11	Local Matching Funds Required (Line 8 minus Line 9 minus Line 10)	\$	8357

Funds By Source

12	Federal	\$	175645
13	State	\$	62751
14	Local Match	\$	62751

Local Matching Funds Source

Local Match, DHHS and Title XX,

Authorized By: Mayor Mike Gonzales

Authorized Date: 03/01/2021

For any questions please email :

frank.faughn@nebraska.gov**SPONSOR/APPLICANT INFORMATION**

Sponsor/Applicant Name:	City Of McCook Public Transit
Project Name:	5311 Funding for Project Year 2021-2023
Data Universal Numbering System (DUNS):	053460457
Employer Identification No. (EIN):	
Entity Status with the Internal Revenue Service:	Public Entity
Applicant Address:	P O Box 1059 1312 West 5th St McCook NE 69001
Applicant representative name:	Nate Schneider
Title:	City Manager
Telephone:	308-345-2022 Ex
Email:	nschneider@cityofmccook.com
Is there a subcontractor who will provide and/or manage the transit operations?	no
Subcontractor name:	NA
Data Universal Numbering System (DUNS):	NA
Employer Identification No. (EIN):	NA
Organization Type:	NA

Service Area

I have reviewed the transit system information in the NDOR transit directory and:	No changes required
---	---------------------

Minority Concentrations in Service Area (Number and percent of population within the service area of the project from the 2010 Census.)

Population	% of Total
White	97.37
Black or African American	.18
American Indian and Alaska Native	.45
Asian	.18
Native Hawaiian and Other Pacific Islander	.91
Hispanic or Latino	.91
Other	0
Total:	100

Meal Delivery: Utilizing FTA funded transit vehicles to provide meal delivery service is allowable if certain conditions are met.

Does the transit system provide meal deliveries?	no
Please sign below to certify to the following: 1. Meal delivery does not conflict with the provision of transit services or result in a reduction in service to public transit passengers. 2. Costs attributable to meal delivery are paid by a nutrition or other program.	
Name:	NA
Title:	NA

Transportation Service Narrative: Fleet Information

Vehicle Type	Complete VIN	Year	Wheel Chair Positions	Condition of Vehicle
Lowered Floor Minivan	2D4RN4DG8BR795012	2011	1	fair
Goshen Coach Small Bus 12+2	1FD4E4FS6HDC78655	2017	2	very_good

Operating Budget Costs Eligible for 50% Federal and 25% State Reimbursement - 25% Local Match

Eligible Expenses	Salaries	Employer Costs	Total Eligible Costs
Driver(s)	68000	49000	117000
Dispatcher(s)	63577	37000	100577
Other Personnel	0	0	0
Fuel and Oil	0	0	16000
Other Operating Costs	0	0	4000
		Total Operating Budget:	\$237,577

Non-Operating Budget: Costs eligible for 80% Federal and 10% State reimbursement, 10% Local Match

Eligible Expenses	Salaries	Employer Costs	Total Eligible Costs
Project (Transit) Manager	29150	11200	40350
Other Administrative Staff	8650	200	8850
Insurance	0	0	6610
Building Rent	0	0	7200
Building Utilities	0	0	750
Building Maintenance (labor and parts)	0	0	0

Eligible Expenses	Salaries	Employer Costs	Total Eligible Costs
Vehicle Maintenance (labor and parts)	0	0	5000
Vehicle Insurance	0	0	3000
Marketing	0	0	1000
Office Supplies	0	0	400
Memberships	0	0	500
Instate Travel	0	0	3000
Out of State Travel	0	0	2000
Public Hearing Notices	0	0	100
Internet Connection	0	0	240
Phones(Landlines and mobiles)	0	0	4000
Drug and Alcohol Testing	0	0	70
Other Non-Operating Expenses	0	0	500
Indirect Cost Rate—Upload the current agreement with your cognizant agency	0	0	0
		Total Non Operating Budget:	\$83,570

Project Income

Project Income Source	If Contract,(e.g., Meals on Wheels, After School Program),With Whom	Amount
Regular Fares	no contracts	20000
	Total Project Income:	\$20,000

Local Match Source

What are your sources of local match (City, County, HHS, or your own entity, etc.)?:	Amount
Local Match	62428
DHHS and Title XX	1500
Total Local Match:	\$63,928

Authorized By:

Mayor Mike Gonzales

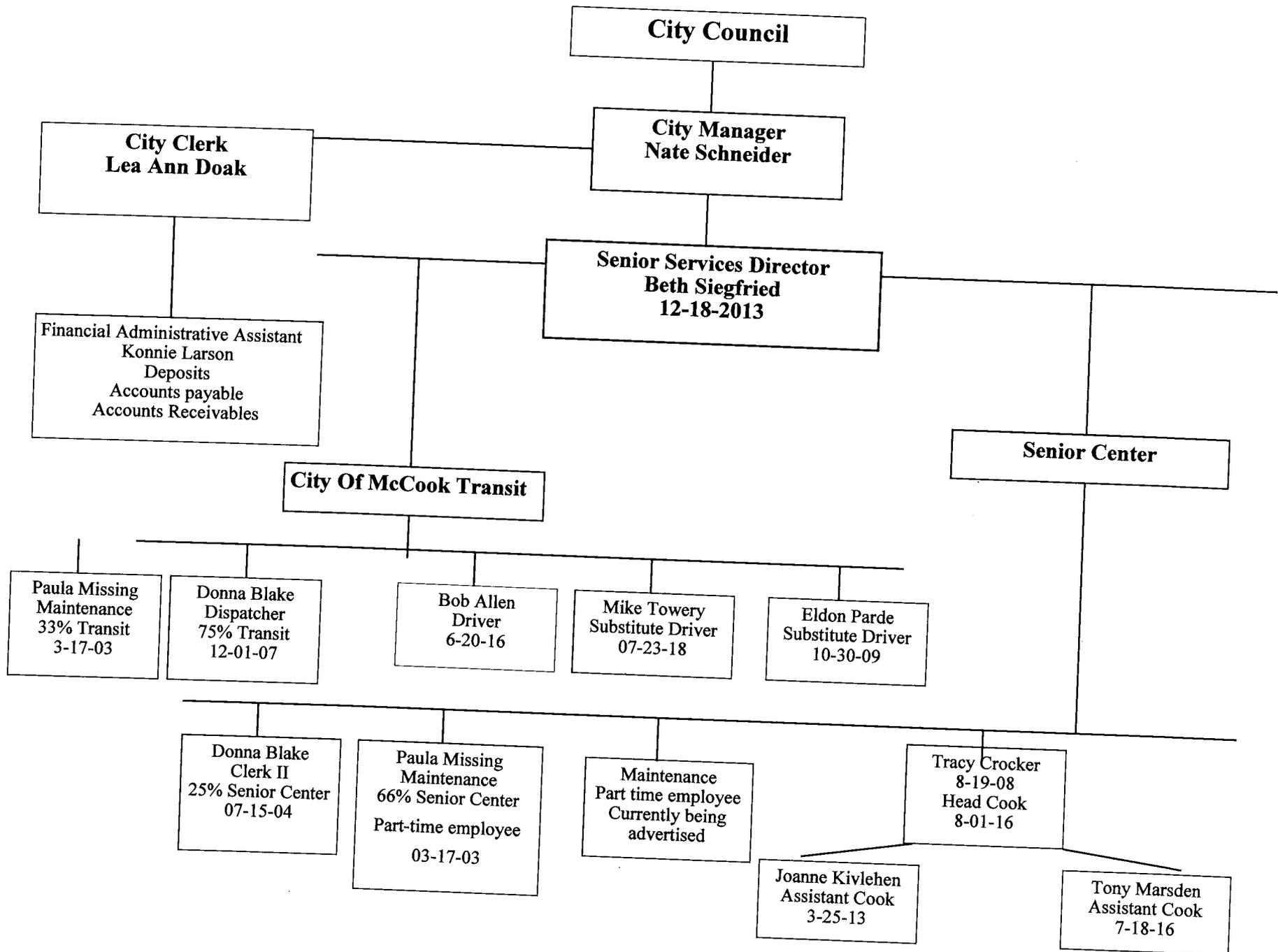
Authorized Date:

03/01/2021

Certificate of Equivalent Service

City of McCook Transit provides transportation within the city limits of McCook. In our service area, the largest group of riders who use our services, or about 90% are people over the age of 60. Approximately 10% of the riders who use our services are under the age of 60. We have approximately 5 people who use the lift to enter the vehicle. All but a few of those people are over the age of 60.

We operate one 12 plus 2 bus that is ADA accessible and one back up floor minivan. We have not refused any ride because an ADA accessible bus was not available, or the person's mobility device would not work with our lifts.



CITY MANAGER'S REPORT
MARCH 1, 2020 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING

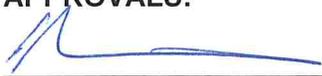
ITEM NO. 4.B. Approve Resolution No. CDA 2021-~~01~~ authorizing the assignment and assumption of the Redevelopment Agreement entered into by the Community Development Agency of the City of McCook, Nebraska and Smoker's Outlet, Inc. d/b/a N-Stant Convenience, with Nothnagel Holdings, LLC to stand as assignee.

BACKGROUND:

The Community Development Agency of the City of McCook (CDA) and Smoker's Outlet, Incl, a Nebraska corporation d/b/a/ N-Stant Convenience (Redeveloper), entered into a Redevelopment Agreement in April of 2020. Pursuant to Section 4.06 of the Agreement, the Redeveloper cannot transfer or convey any part of the Project Site during the 15 year TIF period without the consent of the CDA. The Redeveloper is seeking the CDA's consent and approval for the conveyance of the Project Site to an affiliated entity, Nothnagel Holdings, LLC. Via the proposed assignment, Nothnagel Holdings, LLC would assume the obligations of the Redeveloper under the original Redevelopment Agreement. Of particular importance, Nothnagel Holdings, LLC warrants it is not exempt from paying real estate taxes and will not apply for an exemption from real estate taxes during the term of the Redevelopment Agreement. Further, Nothangel Holdings, LLC acknowledges its obligation to complete the Project and pay all real estate taxes due on the project site.

All fees associated with this agreement are the responsibility of Nothnagel Holdings, LLC.

APPROVALS:



February 24, 2021

Nathan A. Schneider, City Manager



February 24, 2021

Lea Ann Doak, City Clerk

**COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF MCCOOK, NEBRASKA**

RESOLUTION CDA 2021-01
(N-Stant Convenience Redevelopment Project)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF MCCOOK, NEBRASKA, CONSENTING TO THE TRANSFER OF
THE N-STANT CONVENIENCE PROJECT SITE; AND AUTHORIZING AND
APPROVING THE ASSIGNMENT AND ASSUMPTION OF THE
REDEVELOPMENT AGREEMENT.**

RECITALS

A. The Community Development Agency of the City of McCook, Nebraska ("CDA") and Smoker's Outlet, Inc., a Nebraska corporation d/b/a N-Stant Convenience ("Redeveloper"), entered into that certain Redevelopment Agreement (N-Stant Convenience Redevelopment Project) dated April 20, 2020 ("Redevelopment Agreement").

B. Pursuant to Section 4.06 of the Redevelopment Agreement, the Redeveloper cannot transfer or convey any part of the Project Site during the fifteen (15) year TIF period without the consent of the CDA.

C. Redeveloper is seeking the CDA's consent and approval for the conveyance of the Project Site to an affiliated entity.

D. The proposed new owner of the Project Site is not exempt from paying real estate taxes.

E. Attached hereto as Exhibit "A" is a copy of the Assignment and Assumption of Redevelopment Agreement ("Assignment") between Redeveloper and Nothnagel Holdings, LLC, a Nebraska limited liability company ("Successor Redeveloper").

NOW THEREFORE, BE IT RESOLVED that the Community Development Agency of the City of McCook, Nebraska, hereby consents to the sale, transfer, and conveyance of the Project Site by Redeveloper, subject to the following conditions:

1. Redeveloper and Successor Redeveloper each execute the Assignment; and

2. Redeveloper and/or Successor Redeveloper pay all the CDA's costs and expenses incurred in connection with the preparation and approval of the Assignment.

BE IT FURTHER RESOLVED, the Community Development Agency of the City of McCook, Nebraska hereby authorizes the Chairperson and the Secretary of the CDA to execute and enter into the Assignment, and take all other actions necessary to effectuate this Resolution.

The CDA hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

Dated this 1st day of March, 2021

COMMUNITY REDEVELOPMENT
AUTHORITY of the City of
McCook, Nebraska

Michael D. Gonzales, Chairman

ATTEST:

Lea Ann Doak, City Clerk/Secretary

Exhibit "A"
Assignment and Assumption of Redevelopment Agreement

When recorded, please return to:
Lea Ann Doak, City Clerk
City of McCook
PO Box 1059
McCook NE 69001-1059

ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT

This Assignment and Assumption of Redevelopment Agreement (“Agreement”) is entered into on this 1st day of March, 2021, by and between the Community Development Agency of the City of McCook, Nebraska (“CDA”), Smoker’s Outlet, Inc., a Nebraska corporation d/b/a N-Stant Convenience (“Original Redeveloper”) and Nothnagel Holdings, LLC, a Nebraska limited liability company (“Successor Redeveloper”).

Recitals

- A. CDA and Original Redeveloper entered into a Redevelopment Agreement dated April 20, 2020 (“Redevelopment Agreement”) for a redevelopment project on the property that is identified in the Redevelopment Agreement and legally described as:

A TRACT OF LAND LOCATED IN PART OF LOT 1, BLOCK 6, WEST MCCOOK ADDITION IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE SIXTH PRINCIPAL MERIDIAN, RED WILLOW COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE S86°50’11”E (ASSUMED AND ALL BEARINGS RELATIVE TO), A DISTANCE OF 1964.38 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE S86°45’44”E, A DISTANCE OF 245.39 FEET TO THE NORTHWEST CORNER OF PLATTED MISSISSIPPI AVENUE (WEST 12th STREET); THENCE S01°50’20”W, A DISTANCE OF 45.86 FEET ALONG THE WEST LINE OF SAID PLATTED MISSISSIPPI AVENUE (WEST 12th STREET); THENCE S15°05’58”W, A DISTANCE OF 98.34 FEET; THENCE N74°11’03”W, A DISTANCE OF 204.42 FEET; THENCE N12°06’48”W, A DISTANCE OF 101.18 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER SECTION TO THE POINT OF

BEGINNING; CONTAINING 27,087.88 SQUARE FEET, MORE OR LESS
("Project Site").

- B. The Original Redeveloper has conveyed the Project Site to the Successor Redeveloper.
- C. Original Redeveloper and Successor Redeveloper are affiliated entities.
- D. The terms of the Redevelopment Agreement run with the land.
- E. Pursuant to Section 4.06 of the Redevelopment Agreement, the CDA must consent to any sale or conveyance of the Project Site. Original Redeveloper desires to obtain the CDA's consent for said transfer to Successor Redeveloper.
- F. In connection with the conveyance of the Project Site, Original Redeveloper desires to assign the Redevelopment Agreement to Successor Redeveloper and Successor Redeveloper agrees to assume all of the obligations of the Redeveloper under the Redevelopment Agreement.

NOW THEREFORE, in consideration of these mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Assignment. Effective as of the date of this Agreement, Original Redeveloper assigns all of its right, title and interest in and to the Redevelopment Agreement to Successor Redeveloper.

2. Assumption. Effective as of the date of this Agreement, Successor Redeveloper assumes and agrees to perform all the obligations of the Redeveloper under the Redevelopment Agreement and to assume and to perform and to be bound by all of the obligations and undertakings of Original Redeveloper to the CDA as provided in the Redevelopment Agreement.

3. Warranties and Representations. In order to induce the CDA to consent to the transfer of the Project Site, and in addition to the general assumption of all obligations and duties set forth in the Redevelopment Agreement set forth in Section 2 of this Agreement, Successor Redeveloper hereby warrants and represents that: (i) it is not exempt from paying real estate taxes and will not apply for an exemption from real estate taxes during the term of the Redevelopment Agreement, and (ii) it understands and acknowledges its obligation to complete the Project and pay all real estate taxes due on the Project Site.

4. CDA Fees. As a condition of the effectiveness of this Agreement, Original Redeveloper and/or Successor Redeveloper shall pay all of the CDA's fees that are associated with approving this Agreement.

5. CDA Consent. Subject to the conditions set forth herein, CDA hereby consents to the transfer and conveyance of the Project Site from Original Redeveloper to Successor Redeveloper.

(Signature pages follow)

Executed as of the date first written above.

“ORIGINAL REDEVELOPER”

Smoker’s Outlet, Inc., a Nebraska corporation d/b/a N-Stant Convenience

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of March, 2021, by _____, _____ of Smoker’s Outlet, Inc., a Nebraska corporation d/b/a N-Stant Convenience, on behalf of the corporation.

Notary Public

“SUCCESSOR REDEVELOPER”

Nothnagel Holdings, LLC, a Nebraska limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF MCCOOK)

The foregoing instrument was acknowledged before me this ___ day of March, 2021, by _____, _____ of Nothnagel Holdings, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

