MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, June 21, 2021
5:30 PM - City Council Chambers

Call to Order and Roll Call.
Open Meetings Act Announcement.
Pledge of Allegiance.
Items.

1. Announcements & Recognitions.
2. Consent Agenda.
   A. Approve the minutes of the June 7, 2021 regular City Council meeting.
   B. Receive and file the Financial Report for the period ending May 31, 2021.
   C. Ratify the Mayor's appointments to the Parks Advisory Board - appoint Tom Bredvick - term expires May 2023 and to the Planning Commission - appoint Jamie Mockry as alternate - term expires March 2024.
   D. Receive and file the claims for the months of April 2021 as published May 6, 2021 and May 2021 as published June 10, 2021.
   E. Approve the request from Garrett Wagner to close the following streets for the 5th Annual Cruisin' the Bricks Cruise Night and Car Show: ***Friday, July 9th from 6:00 P.M. to 8:30 P.M. -*** West "C" Street from Norris Avenue to West 1st Street (including the alley); East "C" Street from Norris Avenue to East 1st Street (including the alley); shutting off or covering the traffic signal at the intersection of Norris Avenue and "C" Street; West 2nd Street from "B" Street to West "C" Street (including the intersection at West 2nd and "C" Street); West "C" Street from West 1st Street to West 3rd Street (including alleys and the intersection of West 2nd Street and West "C" Street.); and ***Saturday, July 10th from 6:00 A.M. to 2:30 P.M. -*** West 2nd Street from "B" Street to West "C" Street (including the intersection at West 2nd and "C" Street); and West "C" Street from West 1st Street to West 3rd Street (including the alleys and the intersection of West 2nd Street and West "C" Street.)
   F. Approve and authorize the Mayor to sign the FY2021-2022 contract with the West Central Nebraska Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring and evaluation of the McCook Heritage Senior Center.

G. Authorize the acceptance of the Grant Offer Agreement with the Federal Aviation Administration for Airport Improvement Program Project (AIP) No. 3-31-0052-018-2021, the development of an Airport Master Plan Update at McCook Ben Nelson Regional Airport and authorize the Mayor to sign.
H. Approve the application for a Special Designated Liquor License submitted by Early Morning Cackle, L.L.C., Liquor License #D-122055, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 10, 2021 at 3:30 P.M. to July 11, 2021 at 1:00 A.M.
I. Authorize the Mayor to sign the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund - Non-Entitlement Units of Local Government Application, contingent to review and acceptance by the City Attorney.

3. Regular Agenda.
   A. Discuss and take action on a bond refinance structure for the Combined Utilities Revenue Refunding Bonds, Series 2021.
   B. Consider a topic for consideration from Tasha Blomstedt regarding a jake brake ordinance.
   C. Consider a topic for consideration from Julie Carpenter regarding reimbursement due to the step reconstruction project at the McCook City Auditorium.
   D. Follow-up discussion regarding the McCook City Council's prioritization of current and enterprise fund needs and potential general fund projects.
   E. Determine a date for a community meeting regarding a potential swimming pool project, said community meeting to be led by Kyle McCawley of Lamp Rynearson.
   F. Approve the use of ACE funds in the amount of $10,000 to assist the Norris Alley Project.
   G. Discuss setting an initial organizational/training meeting date for the creation of a regional land bank.
   H. Introduce and approve on first reading Ordinance No. 2021-3017 providing for the amendment of Sections 90.33 and 90.99, as they pertain to Chapter 90 - Animals, of the City of McCook Code of Ordinances.
      1. Chairperson asks Clerk to read Ordinance by title.
      2. Consider approval of Ordinance No. 2021-3017 upon its first reading.
   I. Review and approve form to be used and establish rating system for the annual evaluation of City Manager Schneider.
   J. Council Comments.

Adjournment.

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **2.A.**

Approve the minutes of the June 7, 2021 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk

June 15, 2021

McCook City Council
June 7, 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, Library Director Crocker, Utilities Director Dutcher, Water Superintendent Fawver, Fire Chief Harpham, Public Works Director Potthoff, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on June 3, 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. Announcements & Recognitions.

Public Works Director Potthoff announced that the pool would be opening tomorrow. Everything that Jody and Richie Crocker have to done to make this happen, is greatly appreciated.

City Manager Schneider announced that the Comeca Impact Camp, sponsored by local churches, will be in Kelley Park on June 10 & 11, from 9:00 A.M. to 4:00 P.M. each day. On Friday a family event will be held from 5:00 P.M. to 7:00 P.M.

2. Consent Agenda.

Councilmember Muehlenkamp requested that Item O be removed from the Consent Agenda and placed on the Regular Agenda. Ronda Graff, member of the audience, requested that Item P be removed from the Consent Agenda and placed on the Regular Agenda.

Motion to approve the consent agenda. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

2.A. Approve the minutes of the May 17, 2021 regular City Council meeting.

2.B. Approve the application for a Special Designated Liquor License submitted by MO Dough, LLC, Liquor License #IK-057785, for a wedding reception to be held at the Red Willow County Fair Grounds Community Building, 1412 West 5th Street, on July 10, 2021 from 8:00 A.M. to 1:00 A.M.

2.C. 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 reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 31, 2021 from 12:00 P.M. to 1:00 A.M.

2.D. 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 reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on August 7, 2021 from 12:00 P.M. to 1:00 A.M.

2.E. 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 reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on August 7, 2021 from 12:00 P.M. to 1:00 A.M.

2.F. 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 reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on September 11, 2021 from 12:00 P.M. to 1:00 A.M.

2.G. Ratify the Mayor's appointments to the Economic Development Plan Citizen's Advisory Review committee - appoint Alexis Davidson to fill remaining term of Danielle Johnson - term expires July 2022; and to the Tree Advisory Board - appoint JoHanna Scott to fill remaining term of Cloyd Clark - term expires April 2023.

2.H. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for a Fair Concert to be held at the Red Willow County Fairgrounds outdoor arena and grandstands - alternate indoor location, Red Willow County Fairgrounds Alice Building, 1412 West 5th Street, on July 23, 2021 from 9:00 A.M. to 1:00 A.M.

2.I. Declare the listed abandoned and unclaimed vehicles and property as surplus city property to be disposed of in the appropriate legal manner.

2.J. Authorize city staff to remove the east section of the larger shelter house in Barnett Park due

to its deteriorating condition.

2.K. Approve and authorize the Mayor to sign Amendment #2 to the Professional Engineering Agreement with Miller & Associates, Consulting Engineers, P.C., adding additional services to comply with NDEE-SRF requirements.

2.L. Approve Change Order No. 2 to increase the contract to Myers Construction, Inc. by $38,000 to a new contract price of $620,325.71 for the addition of DWSRF requirements for American Iron and Steel, Davis Bacon wage rate and other requirements as included in the Governmental Requirements pages.

2.M. Approve the Encroachment Agreement with Panhandle Geotechnical & Environmental, Inc. for the purpose of installing air sparge, groundwater recovery conduits and drainage lines along West 8th Street between West "A" Street and West "B" Street and authorize the Mayor to sign.

2.N. Approve an application from Pinpoint Communications, Inc. of Cambridge, Nebraska to occupy city right-of-way for the purpose of installing underground conduit and a vault for fiber optic cable in the alley of the 900 Block of East "E" and East "F" Streets and the east side of the 500 Block of East 9th Street and authorize the Mayor to sign the Application to Occupy Right-of-Way.

3. Regular Agenda.

2.O. Approve amendments to Dog Park Lease.

Motion to approve amendments to Dog Park Lease. This motion, made by Muehlenkamp and seconded by Gonzales.

Kellie Soden, President of the McCook K9 Corner, and Ronda Graff were present to address the lease. Ms. Soden expressed concerns with the lease, did not want to put any liability risk on her family, and was uncomfortable signing the lease.

After discussion, Councilmember Muehlenkamp withdrew his motion. With no objection, the motion is withdrawn.

It was the consensus of the Council to have staff work with Ms. Soden to address her concerns regarding the lease.

2.P. Approve for the City of McCook to receive a $25,000 donation from the McCook Community Foundation to assist in the establishment of the Rural Workforce Housing Fund.

Motion to approve the City of McCook to receive a $25,000 donation from the McCook Community Foundation to assist in the establishment of the Rural Workforce Housing Fund. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

Ronda Graff, McCook Community Foundation Fund Director, presented the $25,000 check to the Council.

3.A. Approve the abandonment of an easement located on the north side of Block 2 of the Bish Addition and authorize staff to complete the necessary documents to effectuate the abandonment of the easement; said abandonment contingent upon the execution of an agreement between the City of McCook and the property owner allowing for the future annexation of the west portion of the impacted property into the City of McCook's corporate boundaries and contingent on the construction of a building on the easement.

Motion to approve the abandonment of an easement located on the north side of Block 2 of the Bish Addition and authorize staff to complete the necessary documents to effectuate the abandonment of the easement; said abandonment contingent upon the execution of an agreement between the City of McCook and the property owner allowing for the future annexation of the west portion of the impacted property into the City of McCook's corporate boundaries and contingent on the construction of a building on the easement. This motion, made by Calvin and seconded by Weedin, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.B. Consider a request from Josiah Hegwood/Blackwood Enterprises regarding leasing parking area from the City of McCook at the Old Public Safety Center for a building project at 520 West "B" Street.

Josiah Hegwood/Blackwood Enterprises presented their for the lease of 25 parking spots at the Old Public Safety Center. They are in the process of remodeling the building at 520 West "B" Street and anticipate the location to be utilized for dining and retail establishments. They would prefer a non-exclusive lease for 7½ years, with an option to renew.

It was the consensus of the Council to have staff work with Mr. Hegwood and Kathy Haas with the Family Resource Center, who are currently housed in the Old Public Safety Center, to make sure all parking concerns are addressed.

3.C. Follow-up discussion regarding the McCook City Council's prioritization of current general and enterprise fund needs and potential general fund projects.

Discussion included priority projects; implementation of the salary survey; needed additional positions as the result of retirements; the transition process for those retiring; the cost of new positions does not go away; limited levy, each additional cent will generate an estimated $43,000; replacement of the $450,000 console in the Police Department; the replacement of the $750,000 AARF vehicle, could a refurbished vehicle be used; the addition of five positions in the Police Department, four officers and one in communications/dispatch; bucket truck for Public Works;

Barnett Park shelter replacement; patrol car rotation; ovens for the Senior Center so that the center could be used in response to an emergency; the need to raise the levy to cover the additional needs; and wellness projects replacing the pool and possibly new sports complex would be separate bond issue questions utilizing additional sales tax dollars.

Council will identify their top projects for staff by the June 21 meeting and staff will work to finish the salary survey.

3.D. Authorize staff to prepare and submit an application for the 2021 COPS Hiring Program grant.

Motion to authorize staff to prepare and submit an application for the 2021 COPS Hiring Program grant for two new officers. This motion, made by Weedin and seconded by Muehlenkamp, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.E. Discuss and approve the 2021-2022 budget schedule.

Motion to approve the 2021-2022 budget schedule. This motion, made by Calvin and seconded by Gonzales, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.F. Presentation from City Attorney, Nathaniel Mustion, regarding an update on the creation of a regional land bank.

City Attorney Mustion gave an update on the creation of a regional land bank. More communities are interested than anticipated; the area stretches from Arapahoe to Imperial and north to Gothenburg; Lexington, Ogallala, North Platte, and Broken Bow have also expressed an interest. The Pan Handle area is further along in the process and Mr. Mustion would like to setup a meeting in late June or early July with their director and all of our interested communities to begin the startup process.

3.G. Consider a request from the Norris Institute for the City of McCook to donate $10,000 of ACE Funds to the Norris Alley Project.

Andy Long and Mark Graff, representatives of the Norris Institute presented their request to the Council. It is a $645,000 project, so far $420,000 has been raised. They have received notice from the Peter Kiewit Foundation that they would donate $50,000 to the project, contingent to the project receiving broad community support. This support must be from entities that have not already pledged.

Discussion included reducing the ACE funds to $31,000, will these funds be needed for city obligations; the project is good for the downtown area; the donation would be good public relations, showing community support of the downtown area.

It was the consensus of the Council to bring back for consideration at the next regular meeting.

3.H. Approve the McCook Economic Development Corporation's purchase of land utilizing LB840 funds, in the initial amount of $70,000 with the potential for additional funds up to $210,000, for land described as Fifth Park View Subdivision to the City of McCook, Block 1, Lots 1 - 12.

Motion to approve the McCook Economic Development Corporation's purchase of land utilizing LB840 funds, in the initial amount of $70,000 with the potential for additional funds up to $210,000, for land described as Fifth Park View Subdivision to the City of McCook, Block 1, Lots 1 - 12. This motion, made by Calvin and seconded by Weedin, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.I. Council Comments.

Councilmember Weedin presented information clarifying the process "Topics for Discussion Received", Councilmember Rambali hoped that staff would be able to work with Kellie Soden and Ronda Graff so that the dog park project could move forward, and Mayor Gonzales encouraged all to attend the Buffalo Commons events to be held this coming week.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:49 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **2.B.**

Receive and file the Financial Report for the period ending May 31, 2021.

BACKGROUND:

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2020, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on May 31, 2021.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of $100,000 to the Primary Operating Account to cover disbursements as they clear the bank. The Payroll Account is also a sweep account and maintains a $1,000 balance.

All of the bank accounts are interest bearing, except the Payroll Account and the Purchase Account. The Purchase Account is our VISA credit card.

Attachment B gives the ending cash balances by fund as of May 31, 2021.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending May 31, 2021.

Staff is always available to address any questions that the Council may have. The Department Heads receive monthly financial reports and it is their responsibility to monitor their individual budgets. It is the bottom-line per department that is monitored. If they go over on a line item, that must adjust for it in another line item.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk-Treasurer — June 10, 2021

Nathan A. Schneider, City Manager — June 10, 2021

ATTACHMENT A

City of McCook, Nebraska
TREASURER'S REPORT
Period Ending May 31, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020				
McCook National Bank - Public Funds	$	14,419,303.57		
McCook National Bank - Primary Operating	$	(134,542.01)		
McCook National Bank - LB840 Funds	$	738,340.70		
McCook National Bank - Payroll	$	1,175.00		
McCook National Bank - CRA	$	57.93		
Purchases Account	$	10,000.00		
Petty Cash	$	900.00		
NDEQ Irrevocable Escrow	$	82,306.96		
McCook National Bank - Pension	$	9,079.94		
TOTAL BEGINNING CASH			**$**	**15,126,622.09**
Receipts:				
Taxes	$	3,524,413.15		
Fees, Permits and Licenses	$	368,646.38		
Intergovernmental Services	$	2,039,566.44		
Charges - Current Services	$	1,186,004.99		
Public Utilities	$	2,434,232.62		
Use of Money & Property	$	1,351,916.65		
Interfund Transfers	$	2,912,034.44		
Other Revenue	$	907,944.03		
Unapplied/Accounts Payable	$	760.28		
PLUS TOTAL RECEIPTS			**$**	**14,725,518.98**
Disbursements:				
Personal Services	$	4,310,976.71		
Supplies	$	774,112.16		
Services & Charges	$	4,800,205.61		
Budget Transfers	$	1,956,687.46		
Capital Outlay	$	1,134,137.88		
Unapplied/Accounts Payable	$	63,984.37		
MINUS TOTAL DISBURSEMENTS			**$**	**13,040,104.19**
Ending Cash Balance May 31, 2021				
McCook National Bank - Public Funds	$	15,634,283.34		
McCook National Bank - Primary Operating	$	243,230.35		
McCook National Bank - LB840 Funds	$	827,526.21		
McCook National Bank - Payroll	$	1,000.00		
McCook National Bank - CRA	$	57.93		
Petty Cash	$	900.00		
Purchase Account	$	10,000.00		
NDEQ Irrevocable Escrow	$	83,537.06		
McCook National Bank - Pension	$	11,501.99		
TOTAL ENDING CASH	$	16,812,036.88	**$**	**16,812,036.88**

Dated: May 31, 2021

-s- Lea Ann Doak, City Clerk

ATTACHMENT B

City of McCook, Nebraska
TREASURER'S REPORT
CASH BALANCE BY FUNDS
Period Ending May 31, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	$ 2,536,229.33	$ 5,375,564.53	$ 5,033,324.28	$ 2,878,469.58
General Fund Unapplied/Accts. Payable	$ 7,998.28	$ 760.58	$ 5,353.86	$ 3,405.00
Street Fund - 15	$ 211,332.95	$ 160,914.14	$ -	$ 372,247.09
Special Revenue - 20	$ 804,088.95	$ 905,748.48	$ 146,034.94	$ 1,563,802.49
Special Revenue Unapplied/Accts. Payable	$ 66.40		$ 66.40	$ -
Debt Service - 30	$ 359,100.25	$ 36,582.82	$ -	$ 395,683.07
Community Redevelopment Authority - 40	$ 66,494.36	$ 212,629.19	$ 10,850.94	$ 268,272.61
Economic Development Fund - 45	$ 738,340.70	$ 380,120.07	$ 290,934.65	$ 827,526.12
Pension Trust - 50	$ 9,079.94	$ 15,004.69	$ 12,582.64	$ 11,501.99
Trust & Agency - 60	$ 294,670.10	$ 98,294.62	$ 88,790.94	$ 304,173.78
Internal Service Fund - 65	$ 576,603.43	$ 1,423,753.47	$ 1,415,504.79	$ 584,852.11
Enterpirse Fund - 70	$ 8,665,703.58	$ 5,710,535.05	$ 5,704,381.96	$ 8,671,856.67
Enterprise Fund Unapplied/Accts. Payable	$ 58,564.41	$ (0.30)	$ 58,564.11	$ -
Capital Improvement - 80	$ 798,349.41	$ 405,611.64	$ 273,714.68	$ 930,246.37
BALANCES	**$ 15,126,622.09**	**$ 14,725,518.98**	**$ 13,040,104.19**	**$ 16,812,036.88**

Dated: May 31, 2021

-s- Lea Ann Doak, City Clerk

ATTACHMENT C

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-GENERAL FUND
NANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
GENERAL REVENUE	8,573,513	8,573,513	841,884.93	5,193,140.43	4,502,286.77	3,380,372.57	39.43
RESERVES/CO TREASURER BAL	1,490,232	1,490,232	10,500.00	182,424.10	84,000.00	1,307,807.90	87.76
TAL REVENUES	10,063,745	10,063,745	852,384.93	5,375,564.53	4,586,286.77	4,688,180.47	46.58

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	625,880	625,880	38,402.92	364,145.17	366,985.86	261,734.83	41.82
PUBLICITY	7,750	7,750	199.74	2,325.98	3,182.19	5,424.02	69.99
AUDITORIUM	45,640	45,640	1,438.81	27,472.13	60,054.59	18,167.87	39.81
COUNCIL	645,785	645,785	14,934.15	266,714.83	264,819.79	379,070.17	58.70
POLICE	1,776,104	1,776,104	112,912.67	1,097,015.12	1,132,931.39	679,088.88	38.23
MUNICIPAL CENTER	106,519	106,519	5,245.05	66,483.14	65,632.74	40,035.86	37.59
FIRE	1,367,701	1,367,701	75,206.38	953,880.18	781,880.29	413,820.82	30.26
AMBULANCE	162,392	162,392	7,374.17	108,569.83	106,876.98	53,822.17	33.14
CIVIL DEFENSE	14,613	14,613	31.58	4,546.37	61,139.39	10,066.63	68.89
BUILDING & ZONING	84,142	84,142	5,650.58	52,724.22	53,135.65	31,417.78	37.34
LIBRARY	348,537	348,537	21,948.54	212,998.99	236,948.74	135,538.01	38.89
STREET	1,200,411	1,200,411	56,137.20	625,455.46	569,202.48	574,955.54	47.90
CEMETERY	199,736	199,736	13,024.08	119,459.07	124,276.47	80,276.93	40.19
PARKS	221,148	221,148	14,258.34	110,237.76	158,904.18	110,910.24	50.15
BALL PARKS	122,427	122,427	10,937.39	68,542.21	85,479.73	53,884.79	44.01
POOL	98,559	98,559	1,533.27	5,811.58	16,075.85	92,747.42	94.10
AIRPORT	168,078	168,078	11,000.42	100,328.62	104,565.20	67,749.38	40.31
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	15,000	15,000	3,644.16	8,491.09	7,078.18	6,508.91	43.39
SENIOR CENTER	415,348	415,348	26,873.71	242,345.53	248,910.72	173,002.47	41.65
PUBLIC TRANSPORTATION	163,435	163,435	15,823.09	106,908.00	106,409.02	56,527.00	34.59
HEALTH OPERATING	706,000	706,000	58,833.00	470,664.00	390,704.00	235,336.00	33.33
RESERVES/CO TREASURER BAL	465,232	465,232	0.00	18,205.00	197,774.99	447,027.00	96.09
TAL EXPENDITURES	8,970,437	8,970,437	495,409.25	5,033,324.28	5,142,968.43	3,937,112.72	43.89
VENUES OVER/(UNDER) EXPENDITURES	1,093,308	1,093,308	356,975.68	342,240.25	(556,681.66)	751,067.75	68.70

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-STREET FUND
NANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
STREET IMPROVEMENTS	361,295	361,295	54.00	160,914.14	154,215.12	200,380.86	55.46
TAL REVENUES	361,295	361,295	54.00	160,914.14	154,215.12	200,380.86	55.46

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	361,295	361,295	0.00	0.00	32,816.86	361,295.00	100.00
TAL EXPENDITURES	361,295	361,295	0.00	0.00	32,816.86	361,295.00	100.00
VENUES OVER/(UNDER) EXPENDITURES	0	0	54.00	160,914.14	121,398.26	(160,914.14)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-SPECIAL REVENUE
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
FAA GRANTS	16,354	16,354	0.00	86,666.84	1,102,150.49	(70,312.84)	429.94-
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	10.00	19,721.00	20,233.00	32,510.00	62.24
MCCOOK RECREATIONAL TRAIL	53,979	53,979	7.00	60.00	500.00	53,919.00	99.89
CCCFF GRANT-SWIMMING POOL	0	0	6,250.00	6,250.00	0.00	(6,250.00)	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	0	0	105.00	729,345.12	0.00	(729,345.12)	0.00
ENHANCED E911	237,878	237,878	5,040.83	18,924.64	23,607.41	218,953.36	92.04
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	137,500.00	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	63.00	7,276.40	3,826.00	418,602.60	98.29
PSAP FUNDS	112,752	112,752	4,688.06	37,504.48	38,291.48	75,247.52	66.74
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
DOWNTOWN REVITAL - CDBG	0	0	0.00	0.00	0.00	0.00	0.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
TAL REVENUES	1,004,500	1,004,500	16,163.89	905,748.48	1,326,108.38	98,751.52	9.83

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	16,354	16,354	0.00	66.00	1,130,438.77	16,288.00	99.60
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	25,000.00	26,117.80	23,072.00	26,113.20	50.00
MCCOOK RECREATIONAL TRAIL	53,979	53,979	0.00	0.00	0.00	53,979.00	100.00
CCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	0.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	0	0	0.00	4,532.34	0.00	(4,532.34)	0.00
ENHANCED E911	237,878	237,878	855.83	77,874.03	39,157.24	160,003.97	67.26
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	84,948.10	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	0.00	6,793.40	0.00	419,085.60	98.40
PSAP FUNDS	112,752	112,752	1,338.58	30,651.37	21,176.16	82,100.63	72.82
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
DOWNTOWN REVITAL - CDBG	0	0	0.00	0.00	0.00	0.00	0.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
TAL EXPENDITURES	1,004,500	1,004,500	27,194.41	146,034.94	1,298,792.27	858,465.06	85.46
VENUES OVER/(UNDER) EXPENDITURES	0	0	(11,030.52)	759,713.54	27,316.11	(759,713.54)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-DEBT SERVICE
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	58.00	36,582.82	10,874.80	328,139.18	89.97
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TAL REVENUES	364,722	364,722	58.00	36,582.82	10,874.80	328,139.18	89.97

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TAL EXPENDITURES	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
VENUES OVER/(UNDER) EXPENDITURES	0	0	58.00	36,582.82	10,874.80	(36,582.82)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-COMMUNITY DEVELOPMENT
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
KEYSTONE BUS CENTER PROJ	31,000	31,000	26,972.61	28,486.89	28,320.36	2,513.11	8.11
CITY INVESTMENTS	66,468	66,468	11.00	5,972.00	601.00	60,496.00	91.02
NORTH POINTE	25,000	25,000	10,875.69	17,998.55	16,267.33	7,001.45	28.01
CLARY VILLAGE LLC	9,500	9,500	4,076.49	4,534.21	4,513.37	4,965.79	52.27
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	24,678.51	27,449.49	2,823.56	32,550.51	54.25
QUILLAN COURTS	15,000	15,000	3,103.98	14,303.08	3,436.29	696.92	4.65
MCCOOK LODGING/HOLIDAY I	134,000	134,000	0.00	5,034.14	4,890.14	128,965.86	96.24
NEXT GENERATION	150,000	150,000	97,862.57	108,850.83	56,800.87	41,149.17	27.43
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TAL REVENUES	887,468	887,468	167,580.85	212,629.19	117,652.92	674,838.81	76.04

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	66,468	66,468	0.00	0.00	0.00	66,468.00	100.00
NORTH POINTE	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	0.00	0.00	9,500.00	100.00
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	10,850.94	0.00	4,149.06	27.66
MCCOOK LODGING/HOLIDAY I	134,000	134,000	0.00	0.00	0.00	134,000.00	100.00
NEXT GENERATION	150,000	150,000	0.00	0.00	0.00	150,000.00	100.00
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TAL EXPENDITURES	887,468	887,468	0.00	10,850.94	0.00	876,617.06	98.78
VENUES OVER/(UNDER) EXPENDITURES	0	0	167,580.85	201,778.25	117,652.92	(201,778.25)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-ECONOMIC DEVELOPMENT FUND
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	76,098.96	380,120.07	320,252.84	789,513.93	67.50
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TAL REVENUES	1,169,634	1,169,634	76,098.96	380,120.07	320,252.84	789,513.93	67.50

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	161,670.45	290,934.65	379,170.14	878,699.35	75.13
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TAL EXPENDITURES	1,169,634	1,169,634	161,670.45	290,934.65	379,170.14	878,699.35	75.13
VENUES OVER/(UNDER) EXPENDITURES	0	0	(85,571.49)	89,185.42	(58,917.30)	(89,185.42)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-PENSION TRUST
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
POLICE OFFICER DISABILIT	24,079	24,079	0.59	15,004.69	6,880.29	9,074.31	37.69
TAL REVENUES	24,079	24,079	0.59	15,004.69	6,880.29	9,074.31	37.69

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	24,079	24,079	1,572.83	12,582.64	9,436.98	11,496.36	47.74
TAL EXPENDITURES	24,079	24,079	1,572.83	12,582.64	9,436.98	11,496.36	47.74
VENUES OVER/(UNDER) EXPENDITURES	0	0	(1,572.24)	2,422.05	(2,556.69)	(2,422.05)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-AGENCY FUND
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
PERPETUAL CARE	153,017	153,017	172.00	3,467.00	2,964.00	149,550.00	97.73
SENIOR CENTER CONTRIBUTIO	80,565	80,565	559.00	10,173.25	7,503.50	70,391.75	87.37
SCHOOL	8,050	8,050	50.00	6,340.00	7,610.00	1,710.00	21.24
FIRE CONTRIBUTIONS	4,563	4,563	0.00	485.20	50.00	4,077.80	89.37
LIBRARY MEMORIAL	45,611	45,611	0.00	8,135.00	9,825.00	37,476.00	82.16
COMMUNITY BETTERMENT	68,572	68,572	10,643.51	65,566.28	65,640.75	3,005.72	4.38
DARE CONTRIBUTIONS	3,073	3,073	0.00	400.00	0.00	2,673.00	86.98
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	0.00	5,000.00	6,266.00	100.00
AMBULANCE CONTRIBUTIONS	10,767	10,767	500.00	2,410.00	1,862.50	8,357.00	77.62
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	0.00	1,317.89	1,777.06	1,922.11	59.32
TAL REVENUES	387,740	387,740	11,924.51	98,294.62	102,232.81	289,445.38	74.65

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	153,017	153,017	0.00	0.00	2,075.00	153,017.00	100.00
SENIOR CENTER CONTRIBUTIO	80,565	80,565	0.00	12,555.88	4,082.87	68,009.12	84.42
SCHOOL	8,050	8,050	700.00	6,290.00	7,260.00	1,760.00	21.86
FIRE CONTRIBUTIONS	4,563	4,563	0.00	0.00	585.41	4,563.00	100.00
LIBRARY MEMORIAL	45,611	45,611	1,832.90	17,512.14	4,605.43	28,098.86	61.61
COMMUNITY BETTERMENT	68,572	68,572	3,750.00	49,890.00	81,002.09	18,682.00	27.24
DARE CONTRIBUTIONS	3,073	3,073	0.00	1,061.04	2,072.02	2,011.96	65.47
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	0.00	3,150.81	6,266.00	100.00
AMBULANCE CONTRIBUTIONS	10,767	10,767	0.00	0.00	2,871.10	10,767.00	100.00
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	0.00	1,481.88	7,358.83	1,758.12	54.26
TAL EXPENDITURES	387,740	387,740	6,282.90	88,790.94	115,063.56	298,949.06	77.10
VENUES OVER/(UNDER) EXPENDITURES	0	0	5,641.61	9,503.68	(12,830.75)	(9,503.68)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-INTERNAL SERVICE FUND
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
FLEX DEPENDENT CARE	12,930	12,930	230.78	2,423.15	2,269.27	10,506.85	81.26
FLEX - MEDICAL	65,892	65,892	2,616.38	22,295.75	27,327.08	43,596.25	66.16
SELF INSURED HEALTH INSUR	2,456,444	2,456,444	156,399.75	1,399,034.57	1,439,952.50	1,057,409.43	43.05
TAL REVENUES	2,535,266	2,535,266	159,246.91	1,423,753.47	1,469,548.85	1,111,512.53	43.84

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	12,930	12,930	314.55	3,528.69	1,439.86	9,401.31	72.71
FLEX - MEDICAL	65,892	65,892	5,189.99	25,714.27	34,811.99	40,177.73	60.98
SELF INSURED HEALTH INSUR	2,456,444	2,456,444	137,268.66	1,386,261.83	1,336,843.35	1,070,182.17	43.57
TAL EXPENDITURES	2,535,266	2,535,266	142,773.20	1,415,504.79	1,373,095.20	1,119,761.21	44.17
VENUES OVER/(UNDER) EXPENDITURES	0	0	16,473.71	8,248.68	96,453.65	(8,248.68)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-ENTERPRISE FUND
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	275,800	275,800	5,894.33	51,533.02	49,929.41	224,266.98	81.32
SOLID WASTE - COLLECTION	893,138	893,138	64,588.52	535,094.82	534,762.12	358,043.18	40.09
SOLID WASTE - TRANSFER ST	1,083,142	1,083,142	86,753.71	645,823.32	682,616.87	437,318.68	40.38
LANDFILL RESERVE	706,417	706,417	6,347.00	50,722.00	55,534.00	655,695.00	92.82
SOLID WASTE - DISPOSAL	344,346	344,346	26,225.89	188,938.98	229,045.00	155,407.02	45.13
WATER MAINTENANCE & OPERA	4,083,602	4,083,602	159,865.45	1,508,908.03	1,345,091.48	2,574,693.97	63.05
WATER BOND & INTEREST RED	1,325,704	1,325,704	36,505.00	349,598.37	364,250.37	976,105.63	73.63
WATER CAPITAL - REPLACEME	2,647,667	2,647,667	27,310.00	218,323.00	236,733.00	2,429,344.00	91.75
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,240	170,240	32.32	246.06	1,046.24	169,993.94	99.86
SEWER MAINTENANCE & OPERA	2,341,339	2,341,339	124,819.58	1,002,570.99	955,529.23	1,338,768.01	57.18
SEWER BOND & INTEREST RES	122,066	122,066	(160.00)	136.00	21,012.48	121,930.00	99.89
SEWER CAPITAL - REPLACEME	1,430,584	1,430,584	35,802.00	286,589.00	292,733.00	1,143,995.00	79.97
SEWER CAPITAL - DEVELOPME	1,357	1,357	0.00	0.00	13.00	1,357.00	100.00
SEWER - PHASE III AMMONIA	0	0	0.00	0.00	0.00	0.00	0.00
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	1,305,000	1,305,000	97,095.63	872,051.46	868,862.12	432,948.54	33.18
TAL REVENUES	17,430,727	17,430,727	671,079.43	5,710,535.05	5,637,158.32	11,720,191.95	67.24

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	581.25	4,438.81	8,633.13	10,111.19	69.49
SOLID WASTE - RECYCLING	293,699	293,699	7,501.72	70,523.84	72,194.21	223,175.16	75.99
SOLID WASTE - COLLECTION	893,138	893,138	85,749.75	549,739.69	531,769.62	343,398.31	38.45
SOLID WASTE - TRANSFER ST	1,050,693	1,050,693	80,067.27	604,306.94	686,871.41	446,386.06	42.48
LANDFILL RESERVE	706,417	706,417	0.00	0.00	127,395.00	706,417.00	100.00
SOLID WASTE - DISPOSAL	344,346	344,346	26,225.89	190,188.98	230,295.00	154,157.02	44.77
WATER MAINTENANCE & OPERA	4,083,602	4,083,602	155,796.57	1,403,961.10	1,489,894.54	2,679,640.90	65.62
WATER BOND & INTEREST RED	1,325,704	1,325,704	72,944.84	532,413.91	986,003.32	793,290.09	59.84
WATER CAPITAL - REPLACEME	2,647,667	2,647,667	2,232.65	180,546.00	55,834.16	2,467,121.00	93.18
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,240	170,240	0.00	0.00	250.00	170,240.00	100.00
SEWER MAINTENANCE & OPERA	2,341,339	2,341,339	88,360.71	787,082.54	888,450.91	1,554,256.46	66.38
SEWER BOND & INTEREST RES	122,066	122,066	0.00	0.00	0.00	122,066.00	100.00
SEWER CAPITAL - REPLACEME	1,430,584	1,430,584	24,185.19	509,128.69	241,536.03	921,455.31	64.41
SEWER CAPITAL - DEVELOPME	1,357	1,357	0.00	0.00	0.00	1,357.00	100.00
SEWER - PHASE III AMMONIA	0	0	0.00	0.00	0.00	0.00	0.00
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	1,305,000	1,305,000	97,095.63	872,051.46	868,862.12	432,948.54	33.18
TAL EXPENDITURES	17,430,727	17,430,727	640,741.47	5,704,381.96	6,187,989.45	11,726,345.04	67.27
VENUES OVER/(UNDER) EXPENDITURES	0	0	30,337.96	6,153.09	(550,831.13)	(6,153.09)	0.00

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2021

-CAPITAL IMPROVEMENTS FUND
NANCIAL SUMMARY % OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
VENUE SUMMARY							
CAPITAL IMPROVE 2018	957,978	957,978	50,654.33	405,065.64	495,701.37	552,912.36	57.72
CAPITAL IMPROVE PRE 2018	419,388	419,388	60.00	546.00	6,909.00	418,842.00	99.87
TAL REVENUES	1,377,366	1,377,366	50,714.33	405,611.64	502,610.37	971,754.36	70.55

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
CAPITAL IMPROVE 2018	957,978	957,978	0.00	150,504.55	510,499.69	807,473.45	84.29
CAPITAL IMPROVE PRE 2018	419,388	419,388	27,667.73	123,210.13	186,732.73	296,177.87	70.62
TAL EXPENDITURES	1,377,366	1,377,366	27,667.73	273,714.68	697,232.42	1,103,651.32	80.13
VENUES OVER/(UNDER) EXPENDITURES	0	0	23,046.60	131,896.96	(194,622.05)	(131,896.96)	0.00

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **2.C.**

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Parks Advisory Board - appoint Tom Bredvick - term expires May 2023;
- Planning Commission - appoint Jamie Mockry as alternate - term expires March 2024.

BACKGROUND:

The Mayor has contacted all appointees and they are willing to serve on the various boards.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk — June 15, 2021

Nathan A. Schneider, City Manager — June 15, 2021

PARKS ADVISORY BOARD

CAITLIN WHITEHEAD (720)448-0797 (C)
712 Norris Avenue
Appointed - August 2019 Replaced Elizabeth Yilk
Term Expires - May 2021
caitlin.whitehead1@gmail.com

HARRY SUGHROUE (Vice-Chair) 737-7385 (C)
910 West 4th Street
Appointed - October 2005 Replaced Richard Stull
Reappointed - September 2018
Term Expires - May 2021
harry.sughroue@gmail.com

JEREMY LABRIE 402-209-0451
519 Norris Avenue
Appointed - September 2020 Replaced Bill Larington
Term Expires - May 2022
jeremy.labrie@yahoo.com

MARK FRIEHE 340-5710 (C)
Frenchman Valley Coop 345-1826 (H)
PO Box 760 345-4060 (O)
Appointed - June 1996
Reappointed - April 2020
Term Expires - May 2023
mfriehe@fvcoop.com

TOM BREDVICK
302 Elizabeth Lane
Appointed - June 2021
Term Expires - May 2023

*Denotes Chairperson
3 yr. terms

June 15, 2021

PLANNING COMMISSION

RON FRIEHE
1 Spyglass
Appointed - July 2019
Term Expires - September 2022 (Replaced Adam Wolford)
(Extra Territorial Representative)

340-5007
drfriehe100@yahoo.com

CAMY BRADLEY
1714 West 2nd Street
Appointed - September 2017 (Replaced Terri Shipshock)
Reappointed - July 2020
Term Expires - September 2022

345-4900 (W)
350-5536 (C)
cbradley@netitlegroup.com

TAMMIE HILKER
512 East 5th
Appointed - September 1995
Reappointed - April 2020
Term Expires - September 2022

345-3717 (H)
340-7861 (C)
thilker@alloisp.com

BRUCE MCDOWELL
904 West 3rd
Appointed - February 2019 (Replaced Garrett Rippen)
Term Expires - September 2022

345-5439 (H)
(303) 883-0587 (C)
brucemcdowell833@gmail.com

MATT DAVIDSON
1505 Centennial
Appointed - June 2019 (Replaced Don Harpst)
Reappointed - October 2020
Term Expires - September 2023

340-1347 (C)
matt.davidson@golight.com

KURT VOSBURG*
#13 Wedgewood
Appointed - November 2005
Reappointed - October 2020
Term Expires - September 2023

345-8490 (O)
340-0005 (H)
Kurt.vosburg@nebraska.gov

JESSE STEVENS
1606 West 2nd Street
Appointed - September 2012 as Alternate
Appointed - March 2015 (replaced Lonnie Anderson)
Reappointed - October 2020
Term Expires - September 2023

345-5688 (H)
345-5598 (O)
340-2932 (C)
jesse@hometownfamilyradio.com

CHAD LYONS
1201 West 2nd Street
Appointed - September 2009 (replaced Dan Miller)
Reappointed - September 2018
Term Expires - September 2021

345-2140 (H)
340-9433 (C)
clyons@mccookbison.org

DALE DUELAND
112 East N
Appointed - September 1997
Reappointed - September 2018
Term Expires - September 2021

340-1666 (C)
345-6163 (H)
350-1660 (Cell radio)
dmdue@outlook.com

JAMIE MOCKRY - ALTERNATE
1614 West 2nd Street
Appointed - June 2021 (Replaced Katie Graham)
Term Expires - March 2024

340-6332 (C)

*Denotes Chairperson
3 yr. terms

June 15, 2021

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **2.D.**

Receive and file the claims for the month of May 2021 as published June 10, 2021.

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

June 15, 2021

CITY OF MCCOOK
CLAIMS FOR APRIL 2021

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

20/20 TECHS-SC 3300.00; 7-D LOCKSHOP-S 46.13; ACE-S 1319.56; ADAPTABLE TOWING-SC 75.00; AKRS-S 2424.37; AMERICAN AG LAB-SC 924.00; AMERICAN ELECTRIC-S 79.80; ANYTIME TRI-STATE TOWING-SC 330.00; ARROW CAR WASH-S 52.20; ARROW SEED-SC 596.25; ATR LIGHTING-S 231.63; BARCO-S 2711.59; BETTER HOMES & GARDENS-S 36.28; BLACK HILLS ENERGY-SC 5542.29; BLAKE'S SERVICE-S 60.00; BSB CONST-CO 12100.00; C&K-S 328.06; CAMBRIDGE TELE-SC 244.51; CARQUEST-S 2125.19; CASH WA-S 10228.40; CATERPILLAR-CO 1.00; CENTURY LINK-SC 12494.45; CITY OF MCCOOK-PS 339932.47; CITY SELF INS-BT 145676.00; UTILITIES-SC 2344.04; CONSOLIDATED MGMT-SC 7.88; CORNHUSKER CLEANING SUPPLY-S 95.52; J. CROCKER-SC 28.00; CROELL-CO 1886.63; CULLIGAN-S 190.29; D & L PEST-S 153.00; D & S HARDWARE-S 421.36; DAS STATE ACCTG-SC 448.00; DEMCO-S 335.67; DEVENY-S 2108.04; DIAMOND VOGEL-S 29.89; J. DOYLE-SC 327.52; DULTMEIER SALES-S 378.95; EAKES-S 2079.95; ELLERBROCK-NORRIS AGENCY-SC 2500.00; FASTENAL-S 89.86; P. FAWVER-SC 164.00; FICA-PS 17084.98; FRENCHHMAN VALLEY COOP-S 37207.89; FRONT RANGE ENV-SC 8299.65; FRONTIER COMMUNICATIONS-SC 34.19; FUSION CLOUD-SC 83.22; GEO-COMM-SC 4622.00; GOLDEN WEST-S 345.87; GOOGLE SVCS-SC 468.00; GREAT PLAINS COMM-SC 57.58; HAMPTON INN-SC 212.00; HENNING BROS.-SC 118.00; HIGH PLAINS RADIO-SC 54.00; HOMETOWN LEASING-SC 1508.46; IDEAL-S 207.29; ISLAND SPRINKLER-S 823.85; J BAR J LANDFILL-SC 45560.86; A JOHNSON-SC 45.00; JOHNSTONE SUPPLY-S 282.48; M JORDAN-SC 105.00; K & C GRAIN-S 7948.42; K-C MOTOR AND ELEC-CO 241.92; B. KOOL-SC 45.00; LIFE-ASSIST-S 1246.92; LORD'S-S 138.00; LUMACURVE AIRFIELD-S 4144.83; MARIS GENERAL CONST-CO 13553.00; MATHESON-LINWELD S 168.11; MC GAZETTE-SC 1440.17; MC GREENHOUSE-SC 82.00; MC HUMANE SOCIETY-S 3452.53; MPPD-SC 940.30; MPS-SC 4850.00; MCCOOKNET-SC 121.40; MCKESSON MEDICAL-S 1301.66; MEAD-S 93.60; MEDICARE PS 4721.59; MERCHANT SRVS-SC 970.98; MICROMARKETING-S 2818.22; MIDLAND'S CONTRACTING-CO 98067.50; MIDWEST CONNECT-SC 46.00;

MIDEWEST LABS-SC 60.00; MILCO ENV-S 3380.59; MILLER AND ASSOC-S 15.00; MOTOROLA-S 173.25; MOUSEL, BROOKS, SCHNEIDER, MUSTION-SC 3668.00; MUNICIPAL SUPPLY-S 171.58; MUTUAL OF OMAHA-SC 127.24; NE DEPT OF HEALTH LABS-SC 258.00; NE DEPT REVENUE-SC 15460.17; NE DEPT OF REV-SC 6595.00; NE SAFETY AND FIRE-S 1654.26; NEBRASKA LAW ENFORCEMENT INTEL-SC 276.00; NEBRASKALAND TIRE-S 791.41; NICK'S DIST-S 709.83; NEWBRASKA MUNICIPAL POWER POOL-SC 2812.42; NPPD-S 32832.47; O'REILLY-S 599.34; OMAHA WORLD HERALD-S 608.40; ONE CALL CONCEPTS-SC 88.39; PARDE ELECTRIC-S 250.00; PAULSEN INC-S 419.44; PAVEMENT REPAIR AND SUPP-CO 2150.00; PIONEER EQ-CO 39000.00; PLATTE VALLEY COMM-S 310.00; G. POLLNOW-SC 45.00; PROTEX CENTRAL-S 322.50; QUADIENT FINANCE-SC 1000.00; QUADIENT LEASING-SC 600.00; QUICK MED-SC 5372.11; QUILL-S 129.55; RED WILLOW COUNTY CLERK-SC 390.00; RED WILLOW CO HEALTH-SC 75.00; RELIANCE BARCODE-S 294.16; RJ THOMAS-SC 1134.00; ROCHESTER MIDLAND-S 309.00; D. SAILERS-SC 279.08; SANDRY FIRE-S 528.00; B. SIEGFRIED-SC 76.16; SOUTHWEST FARM & AUTO-S 805.92; STRIPE & SEAL-CO 48000.00; STRYKER-S 53.14; SWANSON SIGN COMPANY-SC 105.00; TASTE OF HOME-S 115.50; TELEFLEX-S 677.50; THE PIT CREW-SC 65.00; TINKER TOM-S 60.50; TITAN MACHINERY-S 5000.00; TURF RENOVATION-SC 13395.00; TYLER TECHNOLOGIES-SC 19.30; UMR-SC 236440.09; UNION BANK-SC 584227.50; USPS-SC 1445.32; US DEPT OF AG-SC 700.00; US FOODS-S 1610.18; USA BLUEBOOK-CO 54.16; UTILITY REFUND-322.39; VAN DIEST-S 2155.00; N. VARGAS-SC 208.52; VERIZON-SC 3036.51; VOLZ-S 91.30; WAGNER CHEVY-S 145.69; WAGNER FORD-S 79.82; WALMART-S 1482.64; WEATHERCRAFT-SC 633.00; R WILCOX-SC 245.55; T WILLIAMS-SC 120.00.

-s- Lea Ann Doak
City Clerk

Publish: May 6, 2021

CITY OF MCCOOK
CLAIMS FOR MAY 2021

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

20/20 TECHS-SC 3300.00; 7-D LOCKSHOP-S 156.89; ACE-S 750.14; ACME PRINTING-CO 73.50; AKRS-S 2421.13; ALMQUIST, MALTZAHN, GALLOWAY & LUTH-SC 540.00; AMERICAN AG LAB-SC 1621.05; AMERICAN ELECTRIC-S 14.49; ANYTIME TRI-STATE TOWING-SC 65.00; ARROW CAR WASH-S 92.25; ATLAS MACHINE & SUPPLY-SC 23990.00; BETTER HOMES & GARDENS-S 36.27; BIEKER'S QUALITY COLL-S 131.75; BLACK HILLS ENERGY-SC 4029.38; BW TELCOM-SC 144.14; C&K-S 776.58; CAMBRIDGE TELE-SC 244.51; CAROLINA SOFTWARE-S 200.00; CARQUEST-S 1264.29; CASH WA-S 7880.72; CDW-G-SC 209.00; CENTER POINT, INC-S 218.13; CENTURY LINK-SC 1213.99; CITY OF MCCOOK-PS 343216.29; CITY SELF INS-BT 145676.00; UTILITIES-SC 6186.82; COMMON SCENTS-S 140.81; COUNTRY SAMPLER-S 25.00; CRAWFORD SUPPLY-S 56.80; J. CROCKER-SC 131.95; CULLIGAN-S 193.10; D & L PEST-S 135.00; D & S HARDWARE-S 313.39; DIAMOND VOGEL-S 21.00; EAKES-S 224.43; FASTENAL-S 270.08; FICA-PS 17097.01; FRENCHHMAN VALLEY COOP-S 21245.70; FRONTIER COMMUNICATIONS-SC 34.19; FUSION CLOUD-SC 83.22; GARRISONS-S 60.00; GOOGLE SVCS-SC 468.00; GOVERNMENT FINANCE-SC 170.00; GRAHAM TIRE-S 1473.00; GREAT PLAINS COMM-SC 4956.95; HGTV-S 39.97; HOMETOWN LEASING-SC 1508.46; IDEAL-S 239.35; IMPERIAL NAPA-S 172.00; INSIDE THE TAPE-SC 100.00; J & S AVIATION-S 384.00; J BAR J LANDFILL-SC 41121.67; K & C GRAIN-S 12347.50; K-C MOTOR AND ELEC-CO 598.76; KLUTE TRUCK-CO 21740.00; KOHL'S AUTO-S 1253.53; LAKESIDE-CO 27184.45; LEAGUE OF NE MUN-UTILITIES-SC 35.00; LEAGUE OF NE MUN-SC 420.00; LEGLA & LIAB MGMT-SC 150.00; LIFE-ASSIST-S 141.63; LORD'S-S 685.00; LUMACURVE AIRFIELD-S 51.37; MALLECK OIL-S 141.20; MARC-S 256.27; MARIS GENERAL CONST-CO 24.50; MC EDC-SC 25000.00; MC GAZETTE-SC 2466.60; MC HUMANE SOCIETY-S 3375.52; MC MECHANICAL-S 549.03; MPPD-SC 856.77; MPS-SC 700.00; MCCOOKNET-SC 121.40; MEAD-S 233.83; MEDICARE PS 4767.99; MERCHANT SRVS-SC 954.02; MICROMARKETING-S 2679.91; MIDLANDS TOXI-SC 175.00; MIDWEST LABS-SC 215.00;

MIGHTY DUCTS-S 325.00; MILCO ENV-S 581.25; MILLER AND ASSOC-S 1450.00; MOBOTREX-S 811.00; MOTOROLA-S 136.51; MOUSEL, BROOKS, SCHNEIDER, MUSTION-SC 4850.10; MUNICIPAL SUPPLY-S 3945.13; MUTUAL OF OMAHA-SC 1054.25; NE DEPT OF ENV & ENERGY-SC 72944.84; NDHHS-LICENSURE-SC 760.00; NE DEPT REVENUE-SC 14159.39; NE SAFETY AND FIRE-S 1044.00; NE STATE FIRE MARSHALL-S 36.00; NE TRUCK CENTER-S 377.69; NICK'S DIST-S 1255.53; NPPD-S 30352.03; O'REILLY-S 243.81; O'DEYS-S 1036.97; ONE CALL CONCEPTS-SC 329.29; PAGE MY CELL-SC 600.00; PAPER TIGER-S 90.00; PAULSEN INC-S 793.60; PAVEMENT REPAIR AND SUPP-CO 2150.00; PLATTE VALLEY COMM-S 880.59; PRAISE WINDOWS-S 2010.00; QUICK MED-SC 4696.10; R & L SPRINKLERS-S 122.50; RAVENSWOOD ELEC-S 2256.07, CO 195.19; RED WILLOW AVIATION-S 181.63; RED WILLOW COUNTY COURT-SC 17.00; RED WILLOW CO TREAS-CO 2740.00; ROCKMOUNT RESEARCH-S 393.02; RUGGLES TRAILER-SC 30.00, S 20.00; SANDRY FIRE-S 170.55; SOUTHWEST FARM & AUTO-S 1361.75; SOUTHWEST EQUIP-S 519.72; SWANSON SIGN COMPANY-SC 3225.00; THE PIT CREW-SC 18.00; TITAN MACHINERY-S 445.00; TRI AIR-SC 195.01; UMR-SC 141718.95; USPS-SC 1351.94; US FOODS-S 1206.51; USA BLUEBOOK-CO 2716.43; VAN DIEST-S 446.00; VANGUARD SAFETY-S 270.91; VERIZON-SC 2036.73; VK ELEC-S 75.00; WAGNER FORD-S 21.00; WALMART-S 1174.56; WESTSIDE WELDING-S 59.45; WPCI-SC 59.00; ZOLL-S 89.46.

-s- Lea Ann Doak
City Clerk

Publish: June 10, 2021

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **2.E.**

RECOMMENDATION:

APPROVE THE REQUEST FROM GARRETT WAGNER TO CLOSE THE FOLLOWING STREETS FOR THE 5TH ANNUAL CRUISIN' THE BRICKS CRUISE NIGHT AND CAR SHOW:

FRIDAY JULY 9TH FROM 6:00 P.M. TO 8:30 P.M.

WEST "C" STREET FROM NORRIS AVENUE TO WEST 1ST STREET(INCLUDING THE ALLEY);
EAST "C" STREET FROM NORRIS AVENUE TO EAST 1ST STREET(INCLUDING THE ALLEY);
INCLUDING SHUTTING OFF OR COVERING THE TRAFFIC SIGNAL AT THE INTERSECTION OF NORRIS AVENUE AND "C" STREET;

WEST 2ND STREET FROM "B" STREET TO WEST "C" STREET(INCLUDING THE INTERSECTION AT WEST 2ND AND "C" STREET);
WEST "C" STREET FROM WEST 1ST STREET TO WEST 3RD STREET(INCLUDING ALLEYS AND THE INTERSECTION OF WEST 2ND STREET AND WEST "C" STREET.

SATURDAY JULY 10TH FROM 6:00 A.M. TO 2:30 P.M.

WEST 2ND STREET FROM "B" STREET TO WEST "C" STREET(INCLUDING THE INTERSECTION AT WEST 2ND AND "C" STREET);
WEST "C" STREET FROM WEST 1ST STREET TO WEST 3RD STREET INCLUDING THE ALLEYS AND THE INTERSECTION OF WEST 2ND STREET AND WEST "C" STREET.

BACKGROUND:

This request from Garrett Wagner is for the 5th Annual Cruisin' the Bricks Cruise Night and Car Show to be held on July 9th and 10th. They will be moving the start of the cruise from the old Sears parking lot area to West 2nd Street. This will help with traffic flow at the start of the cruise.

The Street Department will provide the cones for blocking off the streets.

FISCAL IMPACT: None.

RECOMMENDATION:

APPROVE THE REQUEST FROM GARRETT WAGNER TO CLOSE THE FOLLOWING STREETS FOR THE 5TH ANNUAL CRUISIN' THE BRICKS CRUISE NIGHT AND CAR SHOW:

FRIDAY JULY 9TH FROM 6:00 P.M. TO 8:30 P.M.

WEST "C" STREET FROM NORRIS AVENUE TO WEST 1ST STREET(INCLUDING THE ALLEY);
EAST "C" STREET FROM NORRIS AVENUE TO EAST 1ST STREET(INCLUDING THE ALLEY);
INCLUDING SHUTTING OFF OR COVERING THE TRAFFIC SIGNAL AT THE INTERSECTION OF NORRIS AVENUE AND "C" STREET;

WEST 2ND STREET FROM "B" STREET TO WEST "C" STREET(INCLUDING THE INTERSECTION AT WEST 2ND AND "C" STREET);
WEST "C" STREET FROM WEST 1ST STREET TO WEST 3RD STREET(INCLUDING ALLEYS AND THE INTERSECTION OF WEST 2ND STREET AND WEST "C" STREET.

SATURDAY JULY 10TH FROM 6:00 A.M. TO 2:30 P.M.

WEST 2ND STREET FROM "B" STREET TO WEST "C" STREET(INCLUDING THE INTERSECTION AT WEST 2ND AND "C" STREET);
WEST "C" STREET FROM WEST 1ST STREET TO WEST 3RD STREET INCLUDING THE ALLEYS AND THE INTERSECTION OF WEST 2ND STREET AND WEST "C" STREET.

APPROVALS:

Kyle Potthoff, Public Works Director — June 15, 2021

Joel Smith, Chief of Police — June 15, 2021

Nate Schneider, City Manager — June 15, 2021

5th Annual Cruisin' the Bricks Cruise Night & Car Show

FRIDAY JULY 9TH & SATURDAY JULY 10TH

This letter is a request to be on the agenda for the McCook City Board Meeting on June 21, 2021. The Cruisin' the Bricks Cruise Night & Car Show committee will be moving forward with our upcoming events on Friday, July 9th and Saturday, July 10th. In order to host these events we would like to work closely with McCook city officials to close streets and turn off street lights.

We would like to close the following streets/lights on <u>Friday, July 9th from 6:00 pm – 8:30 pm</u>:

- C Street from West 1st street to Norris Ave (including the alley)
- C Street from Norris Ave to East 1st street (including the alley)
- We would like to request that the city shut off the street lights at Norris & C Street

We would like to move the start of the cruise from the old Sears parking lot area to West 2nd. This will help with traffic flow at the start of the cruise.

- West 2nd Street from Hwy 6 & 34 to West C Street (including intersection of C & 2nd St)
- C Street from West 1st to West 3rd (including alleys)
  - This would NOT including the West C & West 1st (4 way stop) intersection
  - This would include the West C & West 2nd intersection
  - This would NOT include the West C & West 3rd intersection

We would like to close the following streets on <u>Saturday, July 10th from 6:00 am – 2:30 pm:</u>

- West 2nd Street from Hwy 6 & 34 to West C Street (including intersection of C & 2nd St)
- C Street from West 1st to West 3rd (including alleys)
  - This would NOT including the West C & West 1st (4 way stop) intersection
  - This would include the West C & West 2nd intersection
  - This would NOT include the West C & West 3rd intersection

We have attempted to reach out to each of the businesses that would be affected by these streets being closed. By time we attend Monday's meeting we will visit with each of the businesses and address any concerns they may have with these events happening.

Sincerely,

Garrett Wagner

CITY MANAGER'S REPORT
JUNE 15, 2021 CITY COUNCIL MEETING

ITEM: **2.F.**

RECOMMENDATION:

Approve and authorize the mayor to sign the FY 2021-2022 contract with the West Central Nebraska Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring and evaluation of the McCook Heritage Senior Center

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BACKGROUND:

The contract between the City of McCook and WCNAAA is an agreement that the WCNAAA will provide technical assistance, payments from the older Americans' Act, orientation and training for the Senior Center Staff and Board, and the support and assistance in the coordination of other agencies; and organizations; programs or services to the Heritage Senior Center. In return, the City of McCook will provide an appropriate, safe and assessable senior service facility, qualified and appropriate staff, and time and training of staff, necessary local match funds in-kind services. The City of McCook will operate and manage the programs outlined in the Senior Services Manuel supplied to the Provider by the Agency, including compliance with all local, state, and federal laws, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans ACT.

FISCAL IMPACT:

Under Section One:. Payments from the Older Americans' Act and/ or Community Aging Services Act based on the fee schedule, please note that there are changes in the amount being reimbursed for the 2[redacted] 2021-2022 contract specified below:

0 -3,000 meal units $3.15	this is an increase of $.20 per meal
3,001 – 6,000 meal units $3.00	this is an increase of $.20 per meal
6,001 –15,000 meal units $2.80	this is an increase of $.20 per meal
Over 15,001 meal units $2.40	this is an increase of $.20 per mea
NSIP-per meal $0.70	

The authorized number of NSIP meals is 30,697. The estimated revenue is $21,487.90. Allocation of AOA Supportive Services and meals is 30,697. The estimated revenue is $81,322.80.
Total AOA is $81,322.80 and NSIP Funding $21,487.90 Total AOA and NSIP funding is 102,810.70

By signing this contract the McCook Heritage Senior Center will receive funding for the fiscal year 2021-2022 for the support of specified services and activities.

RECOMMENDATION:

Approve and authorize the Mayor to sign the 2021/2022 contract with the West Central Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the McCook Heritage Senior Center.

APPROVALS:

Beth Siegfried — June 21, 2021
Beth Siegfried
Senior Services Director

Nate Schneider — June 21, 2021
Nate Schneider
City Manager

West Central Nebraska Area Agency on Aging
Provision of Services to Senior Citizens
Contract FY 2022

THIS Contract is made and entered into this 1st day of **July, 2021** by and between the **WEST CENTRAL NEBRASKA AREA AGENCY ON AGING, 115 North Vine Street, North Platte, Nebraska 69101,** an intergovernmental agency serving the Nebraska counties of Arthur, Chase, Dawson, Dundy, Frontier, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Lincoln, Logan, McPherson, Perkins, Red Willow, Thomas and hereinafter called the AGENCY, and **CITY OF McCOOK**, with the following mailing address: **P.O. Box 1059, McCook, NE 69001**, hereinafter called the Contractor for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the Contractor's comprehensive, coordinated service system for older persons hereinafter called 'Program'.

WHEREAS, the Agency has been designated by the Nebraska Department of Health and Human Services, Division on Aging as the Agency responsible for the on-going planning, development, coordination, monitoring, evaluation and partial support of a comprehensive, coordinated service system for older persons in the seventeen county area; and

WHEREAS, the Contractor has demonstrated an interest and ability to perform as the service provider through its previous contracts with the Agency and/or its operations of other Federal, State, and locally funded programs, and has in existence an advisory council/committee/board comprised for the majority of senior citizens, who review, comment, and advise on the program; and

WHEREAS, the Agency has been awarded funds for the "Older Americans Act Title III Grants for State and Community Programs on Aging" through the Administration for Community Living from the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statues DHHS program regulations and the terms and conditions of this Contract for **Fiscal year 2022** as specified in its State approved Area Plan for the support of specified services and activities in the seventeen county area and

WHEREAS, it is agreed and understood by both parties that this Contract is dependent upon Federal and State funding and in the event that such funding is decreased or eliminated this Contract is null and void.

NOW THEREFORE, the parties to this Contract jointly agree as follows:

SECTION ONE:

The Agency shall provide the Contractor the following:

A. Technical assistance with the planning, establishment, monitoring, and operations of the Center and with other matters affecting and concerning older citizens; and

SECTION TWO:

The Contractor shall provide for the Agency the following:

A. Arrange for the provision of an appropriate, safe, and accessible senior service facility;

B. Provide qualified and appropriate staff for the daily management of the Program;

C. Provide necessary time and conditions for the training of Program staff, specifically those trainings sponsored by the Agency and are part of the Agency's overall training program; and

D. Provide necessary local match funds and in-kind services;

E. Operate and manage the Program as outlined in the Senior Center Services Manual supplied to the Contractor by the Agency, including compliance with all local, state, and federal laws, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans Act;

F. Assure that the monthly fiscal reports will be received by the Agency no later than the fifth (5th) working day of the month; and,

G. Operate and manage the Program and the facilities utilized in the program in compliance with all local, state, and federal laws and regulations, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans Act.

H. Record-keeping - The Contractor shall establish and maintain such program services, activity and accounting records, systems and procedures as are needed to control and support all program services, activities and fiscal activities under this Contract. The Contractor assures the maintenance and inspection by the Agency of such records, accounts and supporting documents of Contract and Program related services, activities and fiscal activities in such form as would provide for an accurate and expeditious determination of the performed output and status of the Project funds at any time.

I. Reporting - The Contractor shall prepare and submit reports of Contract Program services, activities and fiscal activities of the Program to the Agency according to the established schedule, in such form, and containing such information as the Agency shall require. The Contractor shall maintain the records on file and shall afford reasonable access thereto as the Agency may find necessary to assure correctness and verification of such reports.

SECTION THREE:

Project Funds - Project funds shall be all public grant, allotment, or subsidy revenues of all fees, donations, or generated by said funds and which are received by and for the purpose of the Program services and activities specified and designated in this Contract whether by appropriation, reimbursement of service, sale of Program crafts and articles, contribution, or donation. Project funds shall be considered public and subject to accounting, review and inspection, and audit of such that individual contributions shall not be open to public inspection as per the confidentiality requirements of the Older Americans Act as amended.

SECTION NINE:

Distribution of Assets Upon Termination - Upon termination of this Contract, all property purchased with Project funds, shall remain the property of the Contractor. The Contractor will return any moneys received from the Agency which have not been expended.

SECTION TEN:

Term - This Contract upon execution by both parties shall be in full force and effect for the period beginning **July 1, 2021** and ending **June 30, 2022**.

Employee Work Eligibility Status
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of **all** employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of **all** employees

Conflicts of Interest
In the performance of this program the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify the Agency in writing of any such instances encountered.

EXECUTED this _____ day of _____, 2021 by

Attest:	West Central Nebraska Area Agency on Aging "Agency"
_____ Witness	_____ Board Chairperson/Vice Chairperson
Attest:	City of McCook, a Municipal Corporation "Contractor"
_____ Witness	_____ Board Chairperson/Vice Chairperson

PROGRAM INSTRUCTION

DATE: May 2021

TO: Senior Center and Meal Site Contractors

FROM: Linda Foreman

SUBJECT: Senior Center & Meal Site **Contracts** for Fiscal Year **2021-2022**

Enclosed you will find a contract for Senior Center & Meal Site meal operations for Fiscal Year 2021-2022.

You will notice the reimbursement rate has **remained the same** according to the formulas below:

0 - 3,000 meal units	**$3.15**
3,001 - 6,000 meal units	**$3.00**
6,001 - 15,000 meal units	**$2.80**
Over 15,001 meal units	**$2.40**
NSIP – per meal	**$0.70**

Please have a **witness** and your Board Chairperson sign the contract with original signatures on **page 5**, please **do not date the Executed date on page 5 as it will be dated when the WCNAAA Board Chairperson signs.**

Mail the signed contract to the Agency by **June 21, 2021** as the Governing Board Meeting will be held on **Thursday, June 24, 2021**. The Board Chairperson will sign the contract and we will mail you a copy.

If you contract with a vendor/restaurant for your meals, we have enclosed **two** vendor contracts, you will need to complete and return one along with the Agency contract, keeping a copy for yourself.

IMPORTANT
In November 2017 we were notified by E-Verify that you are required to E-Verify **all employees**, not just new employees if you are receiving any type of Federal funding.

Please pay particular attention to Section Ten: New and **Current** Employee Work Eligibility Status on page 5. You are receiving **Federal** funding and are required to verify the work eligibility status of **all** employees through the E-Verify Program.

Failing to meet this Federal requirement will place your Federal funding in jeopardy.

If you have any questions or need help with the E-Verify, please do not hesitate to contact me.

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **2.G.**

RECOMMENDATION:

AUTHORIZE THE ACCEPTANCE OF THE GRANT OFFER AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENT PROGRAM PROJECT(AIP) NO. 3-31-0052-018-2021, THE DEVELOPMENT OF AN AIRPORT MASTER PLAN UPDATE AT McCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

This project is for the development of an airport master plan update for McCook Ben Nelson Regional Airport. This grant will allow for 100% federal funding of the project up to $368,000.00.

Garver was chosen as the consultant for this project from 5 different engineering firms that had submitted their qualifications to the City of McCook. Garver has proposed a total cost for the this project at $360,290.97.

Garver will be using W Design Associates as a sub-consultant on this project.

FISCAL IMPACT: None.

RECOMMENDATION:

AUTHORIZE THE ACCEPTANCE OF THE GRANT OFFER AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENT PROGRAM PROJECT(AIP) NO. 3-31-0052-018-2021, THE DEVELOPMENT OF AN AIRPORT MASTER PLAN UPDATE AT McCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN.

APPROVALS:

Kyle Potthoff, Public Works Director — June 16, 2021

Nate Schneider, City Manager — June 16, 2021

U.S. Department
of Transportation
Federal Aviation Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Ms. Anna Lannin, P.E.
Planning and Programming
Nebraska Department of Transportation Division of Aeronautics
3431 Aviation Rd, Suite 150
Lincoln, NE 68501

Dear Ms. Lannin:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-31-0052-018-2021 at McCook Ben Nelson Regional Airport in McCook, NE. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant by providing their digital signature.

c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their digital signature.

d. You may not make any modification to the text, terms or conditions of the grant offer.

e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Justin Collier, (816) 329-2629, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 15, 2021
Airport/Planning Area	**McCook Ben Nelson Regional**
FY 2021 AIP Grant Number	**3-31-0052-018-2021**
Unique Entity Identifier	**053460457**

TO: **City of McCook**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 05, 2021**, for a grant of Federal funds for a project at or associated with the **McCook Ben Nelson Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **McCook Ben Nelson Regional Airport** (herein called the "Project") consisting of the following:

Update Airport Master Plan

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay One Hundred (100%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$368,000.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $368,000.00 for planning
   $0 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. *Means the* total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

      2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA

has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 30, 2021 or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

        1. 15 percent; or
        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

24. Coordination. The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

25. Airports GIS Survey. If the Airports GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of the Phase 1 grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the sponsor may be required to repay that portion of the grant that relates to the survey work.

26. Agency Agreement: The FAA in tendering this offer on behalf of the United States recognizes the existence of an agency relationship between the **City of McCook**, as principal, and the Nebraska Department of Transportation, Aeronautics Division, as agent, created by the Agency Agreement entered into on **April 5th, 2021**. The Sponsor agrees that it will not amend, modify or terminate said Agency Agreement without prior approval in writing of the FAA.

27. Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in

effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated

City of McCook

(Name of Sponsor)

By: _____

(Signature of Sponsor's Authorized Official)

_____

(Typed Name of Sponsor's Authorized Official)

_____

(Title of Sponsor's Authorized Official

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nebraska. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

By: _____

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement. **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

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a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures

e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport noise compatibility planning.

g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

n. 49 CFR Part 20 – New restrictions on lobbying.

o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this

regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire,

extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

   1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the

use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the

airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

   a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property. c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of McCook**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every

contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial selfsufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Date of Offer].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/22/2021

SCAN ME

View current and previous versions of these ACs and any associated changes at:
https://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
	3-31-0052-018-2021

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
3-31-0052-018-2021	3-31-0052-018-2021

State Use Only:

6. Date Received by State:	7. State Application Identifier:
	3-31-0052-018-2021 (P01)

8. APPLICANT INFORMATION:

* a. Legal Name: City of McCook

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
47-6006273	0534604570000

d. Address:

* Street1:	PO Box 1059
Street2:	
* City:	McCook
County/Parish:	Red Willow
* State:	NE: Nebraska
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	69001-1059

e. Organizational Unit:

Department Name:	Division Name:
City of McCook	

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.	* First Name:	Anna
Middle Name:			
* Last Name:	Lannin		
Suffix:			

Title: Aeronautics Engineering Division Manager

Organizational Affiliation:
Nebraska Depart of Transportation, Division of Aeronautics

* Telephone Number:	4024712371	Fax Number:	4024712906

* Email: anna.lannin@nebraska.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program (AIP)

*** 12. Funding Opportunity Number:**

NA

* Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Update the Master Plan/Airport Layout Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: NE-003
* b. Program/Project: NE-003

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 04/01/2021
* b. End Date: 04/01/2025

18. Estimated Funding ($):

* a. Federal	337,500.00
* b. Applicant	37,500.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	375,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Mike

Middle Name:

* Last Name: Gonzales

Suffix:

* Title: Mayor, City of McCook

* Telephone Number: 308-345-2022 Fax Number: 308-345-1461

* Email: citymgr@cityofmccook.com

* Signature of Authorized Representative: * Date Signed: 4-5-2021

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2 Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4 Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. **CFDA:** _____	☐ Yes ☒ No ☐ N/A
Item 5 Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414

☐ Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, 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 making of any Federal loan, the entering into of any cooperative 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards 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 was 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.

Estimate Only. Final cost calculation is attached.

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	$ 337,500	$ 37,500	$ 375,000
2.				
3. TOTALS		$	$	$

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	$ 10,000	$	$	$	$
b. Airport Planning	325,000				
c. Environmental Planning	40,000				
d. Noise Compatibility Planning	0				
e. Subtotal	375,000				
f. Program Income	0				
g. TOTALS (line e minus line f)	$ 375,000	$	$	$	$

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. NA	$	$	$	$
6.				
7. TOTALS	$	$	$	$

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1st Year	2nd Year	3rd Year	4th Year
8. Federal	$ 337,500	$ 225,000	$ 157,500	$	$
9. Non-Federal	37,500	25,000	17,500		
10. TOTAL	$ 375,000	$ 250,000	$ 175,000	$	$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT: Update the Master Plan/Airport Layout Plan

AIRPORT: McCook Ben Nelson Regional Airport

1. Objective:

Update the 2001 Master Plan and Airport Layout Plan

2. Benefits Anticipated:

The aviation needs of the City of McCook and Red Willow County have changed since the previous plan was completed. Growing businesses in town and at the airport have increased demand at the facility. Passenger enplanements and the needs of commerical service operations have also changed since the previous plan. These businesses are expected to continue to grow and the airport needs to have a plan on how to meet the current and future needs of the aviation community.

3. Approach: *(See approved Scope of Work in Final Application)*

The City of McCook has selected Garver to complete the plan following the FAA's selection guidlelines.

4. Geographic Location:

McCook Ben Nelson Regiona Airport is located east of the City of McCook, north of US Highway 6.

5. If Applicable, Provide Additional Information:

NA

6. Sponsor's Representative: *(include address & telephone number)*

Nate Schneider, Airport Manager
PO Box 1059
McCook, NE 69001-1059 308-~~334~~ 345-2022

McCook Ben Nelson Regional Airport
McCook, Nebraska
Project No. 3-31-0052-015-2021
Master Plan Update

COST SUMMARY:	Estimated (April 2021)
Engineering (Garver)	
Update MP & ALP	$360,290.97
Independent Fee Estimate	
IFE (Benesch)	$3,800.00
Admin/Audit/Pub/Etc.	
NDA	$3,709.03
Legal/Publication	$200.00
Subtotal	$3,909.03
TOTALS	$368,000.00

SUMMARY OF FUNDS:	(April 2021)
Local	$0.00
State	$0.00
Federal (AIP)	$331,200.00
Federal (ARP)	$36,800.00
Total	$368,000.00

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of McCook

Airport: McCook Ben Nelson Regional Airport

Project Number: 3-31-0052-018

Description of Work: Update Master Plan and Airport Layout Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: McCook Ben Nelson Regional Airport
Address: 1100 Airport Road, McCook, NE 69001

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 5th day of April, 2021.

Name of Sponsor: City of McCook

Name of Sponsor's Authorized Official: Mike Gonzales

Title of Sponsor's Authorized Official: Mayor, City of McCook

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of McCook

Airport: McCook Ben Nelson Regional Airport

Project Number: 3-31-0052-018

Description of Work: Update Master Plan and Airport Layout Plan

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 5th day of April, 2021.

Name of Sponsor: City of McCook

Name of Sponsor's Authorized Official: Mike Gonzales

Title of Sponsor's Authorized Official: Mayor, City of McCook

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of McCook

Airport: McCook Ben Nelson Regional Airport

Project Number: 3-31-0052-018

Description of Work: Update Master Plan and Airport Layout Plan

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 5th day of April, 2021.

Name of Sponsor: City of McCook

Name of Sponsor's Authorized Official: Mike Gonzales

Title of Sponsor's Authorized Official: Mayor, City of McCook

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **2.H.**

Approve the application for a Special Designated Liquor License submitted by Early Morning Cackle, L.L.C., Liquor License #D-122055, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 10, 2021 at 3:30 P.M. to July 11, 2021 at 1:00 A.M.

BACKGROUND:

Early Morning Cackle will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications. Approval of this request is also approving consumption of alcohol in the auditorium.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak — June 18, 2021
Lea Ann Doak, City Clerk

/s/ Nate Schneider (Ad) — June 18, 2021
Nathan A. Schneider, City Manager

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Early Morning Cackle, L.L.C.

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

503 W. B St. McCook NE 69001

Retail Liquor License Address or Non-Profit Business Address

122055

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 07/10/2021 RL 07/11/21 RL 07/20/2021 07/21/2021

Event Start Time(s): ~~5:30pm~~ 3:00pm

Event End Time(s): ~~1:00pm~~ 1:00 am.

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: McCook City Auditorium

Event Street Address/City: 302 W. 5th St. McCook NE 69001

Indoor area to be licensed in length & width: 150 X 100

Outdoor area to be licensed in length & width: N/A X N/A **(Diagram Form #109 must be attached)**

Type of Event: Wedding **Estimate # of attendees:** 500

Type of alcohol to be served: **Beer** X **Wine** X **Distilled Spirits** X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Robert Hall **Event Contact Phone Number:** 308.345.4664

Event Contact Email: spiritshop503@yahoo.com

***Signature Authorized Representative:** R V Hall **Printed Name** ROBERT V. HALL

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

_____ _____

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **2.I.**

Authorize the Mayor to sign the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund - Non-Entitlement Units of Local Government Application, contingent to review and acceptance by the City Attorney.

BACKGROUND:

The City received the attached memorandum from the State of Nebraska regarding the ARPA: Municipal Allocation of Coronavirus Local Fiscal Recovery Funding. Each non-entitlement unit (NEU) must complete the application, even when declining to receive an allocation, by July 2, 2021.

Nebraska's NEU allocation totals $111,189,720. Nebraska has received half of the funds which will be distributed, as requested by the NEU, per completion of the application. The second half of the funds will be received no earlier than 12 months from the first half. Those funds will be distributed in the same manner as the first, pursuant to each completed application.

McCook's first allocation is estimated to be $669,014. By accepting the funds we will be a prime recipient of a Federal award, subject to all Federal requirements and will be required to report to Treasury on the use of funds. The State hired Deloitte as a consultant to ensure compliance with all federal regulations associated with the Covid Relief Funds that the City received earlier this year. With these ARPA funds, it will be the City's responsibility to hire a firm.

The application also includes the award terms and conditions agreement and assurances of compliance with Title VI of the Civil Rights Act of 1964. These documents will need to be reviewed and accepted by the City Attorney before the Mayor sign's the application of acceptance.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak — June 18, 2021
Lea Ann Doak, City Clerk

/s/ Nate Schneider (Ted) — June 18, 2021
Nathan A. Schneider, City Manager

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

MEMORANDUM

DATE: June 17, 2021

TO: Nebraska Cities and Villages

FROM: Philip Olsen, State Accounting Administrator, Lee Will, State Budget Administrator

RE: ARPA: Municipal Allocation of Coronavirus Local Fiscal Recovery Funding

The American Rescue Plan Act of 2021 (ARPA) appropriates $19.53 billion to States for distribution to tens of thousands of "non-entitlement units of local government" (NEUs). ARPA directs the U.S. Department of the Treasury (Treasury) to make payments to each State for distribution to NEUs. Nebraska's NEU allocation totals $111,189,720.

Nebraska has received half of the funds which will be distributed, as requested by the NEU, per completion of the attached application. The second half of the funds will be received no earlier than 12 months from the first half. Those funds will be distributed in the same manner as the first, pursuant to each completed application.

The attached funding spreadsheet lists estimated allocations by NEU, includes your Fiscal Year 19-20 budget amount as reported to the Auditor of Public Accounts, and your *NEU Recipient Number* (NEU ID). Please retain this NEU ID as an identifying number for the lifecycle of the program, including for federal reporting purposes.

Please retain copies of signed agreements for you records. As soon as possible after receiving an award pursuant to the signed agreement, the NEU should register in SAM.gov, if not already registered.

Lee Will, Administrator

Department of Administrative Services | STATE BUDGET DIVISION

PO Box 94664
Lincoln, Nebraska 68509-4664

1445 K Street, Room 1320
Lincoln, Nebraska 68509

OFFICE 402-471-2526
FAX 402-471-8074

das.nebraska.gov

An NEU accepting Coronavirus Local Fiscal Recovery funds is a prime recipient of a Federal award. NEU's are required to report to Treasury on the use of funds. The State will share reporting guidance provided by Treasury, which is forthcoming. The first report is due to Treasury by October 31, 2021, and in addition to other reporting requirements will include:

- NEU Recipient Number
- Copy of signed award terms and conditions agreement
- Copy of signed assurances of compliance with Title VI of the Civil Rights Act of 1964
- Copy of actual budget documents validating the top-line budget total provided to the State

For fact sheets, regularly updated Frequently Asked Questions, and other guidance, please visit the Treasury website: State and Local Fiscal Recovery Funds for Non-entitlement Units of Local Government.

Additional guidance and data will be regularly posted and updated to the State's coronavirus.nebraska.gov website.

Each NEU must complete an application, even when declining to receive an allocation of the funds, by July 2, 2021. Please ensure that you are directing this completed application to email address: NEUFiscalRecovery@nebraska.gov.

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units of Local Government Application

Name of City or Village (NEU): _____

Section I

☐ Option I: Request allocation of local fiscal recovery funds based on the proportion of the population in the NEU as a share of the total population of all NEUs in the State (see initial calculation attached).

☐ Option II: Decline funding allocation and transfer funds to the State of Nebraska under Section 603(c)(4).

Section II

Complete all sections if Option I was checked; otherwise skip to Section IV if Option II was selected

Taxpayer Identification Number of City/Village: _____

DUNS Number of City/Village: _____

Address of City Hall/Village Office: _____

Authorized Representative of City/Village:

Name: _____

Title: _____

Email: _____

Contact Person in City/Village:

Name: _____

Title: _____

Phone: _____

Email: _____

Financial Institution Information:

Routing Number: _____

Account Number: _____

Financial Institution Name: _____

Financial Institution Contact Name _____

Financial Institution Contact Phone # _____

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units of Local Government Application

Section III

☐ I have reviewed the provided list of NEU operating budgets in effect as of January 27, 2020, and agree our listed amount accurately reflects our budget (defined as the annual total operating budget, including general fund and other funds). Budget numbers were extracted from the Auditor of Public Accounts Budget Database for the budget period October 1, 2019 through September 30, 2020.

☐ Listed amount does not agree to our budget. Please give details or differences:

_____

☐ I have reviewed and signed the US Treasury *Award Terms and Conditions Agreement* to be returned to the State with this agreement.
Treasury_NEU_Award_Terms_and_Conditions.pdf

☐ I have reviewed and signed the *Assurances of Compliance with Title VI of the Civil Rights Act of 1964* to be returned to the State with this agreement.
Treasury_Title_VI_Assurances.pdf

Section IV (Needs to be completed even if Option II was selected)

Authorized Representative Signature: _____

Please return all signed documents to das.neufiscalrecovery@nebraska.gov by July 2, 2021.

Resources:
American Rescue Plan Act of 2021 (See Sec. 603. Coronavirus Local Fiscal Recovery Fund)
Interim Final Rule
Treasury's Guidance on NEUs
FAQs

Note: An NEU should retain signed copies of this agreement and the agreements signed as part of Section III above. As soon as possible after receiving an award pursuant to this agreement, the NEU should register in SAM.gov, if not already registered.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [*Recipient to provide*]	DUNS Number: [*Recipient to provide*] Taxpayer Identification Number: [*Recipient to provide*] Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

_____

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

_____ _____

Recipient Date

_____

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units (NEU) Estimate Allocations

Recipient	County	NEU ID	NEU Budgets 19-20	NEU 75% Budget	Estimated Tranche 1 Allocation
Abie	Butler	NE0001	163,227	122,420	**5,752**
Adams	Gage	NE0002	2,623,465	1,967,599	**54,601**
Ainsworth	Brown	NE0003	9,981,985	7,486,488	**143,360**
Albion	Boone	NE0004	7,996,443	5,997,332	**140,263**
Alda	Hall	NE0005	1,818,700	1,364,025	**58,583**
Alexandria	Thayer	NE0006	1,754,465	1,315,849	**15,132**
Allen	Dixon	NE0007	1,019,461	764,596	**30,884**
Alliance	Box Butte	NE0008	63,588,899	47,691,674	**716,092**
Alma	Harlan	NE0009	8,424,035	6,318,026	**100,972**
Alvo	Cass	NE0010	166,380	124,785	**12,124**
Amherst	Buffalo	NE0011	971,135	728,351	**22,389**
Anoka	Boyd	NE0012	-	-	**442**
Anselmo	Custer	NE0013	487,253	365,440	**12,212**
Ansley	Custer	NE0014	1,968,248	1,476,186	**37,610**
Arapahoe	Furnas	NE0015	4,236,630	3,177,472	**86,370**
Arcadia	Valley	NE0016	2,306,608	1,729,956	**26,991**
Arlington	Washington	NE0017	4,346,642	3,259,982	**116,369**
Arnold	Custer	NE0018	3,525,642	2,644,232	**50,265**
Arthur	Arthur	NE0019	132,632	99,474	**10,442**
Ashland	Saunders	NE0020	9,413,002	7,059,752	**233,978**
Ashton	Sherman	NE0021	642,008	481,506	**16,371**
Atkinson	Holt	NE0022	7,794,214	5,845,661	**108,759**
Atlanta	Phelps	NE0023	418,341	313,756	**11,681**
Auburn	Nemaha	NE0024	24,772,995	18,579,747	**294,154**
Aurora	Hamilton	NE0025	20,084,543	15,063,407	**402,382**
Avoca	Cass	NE0026	355,359	266,519	**22,300**
Axtell	Kearney	NE0027	2,144,552	1,608,414	**66,459**
Ayr	Adams	NE0028	190,862	143,146	**10,796**
Bancroft	Cuming	NE0029	1,410,242	1,057,681	**41,238**
Barada	Richardson	NE0030	11,200	8,400	**1,947**
Barneston	Gage	NE0031	297,943	223,457	**9,823**
Bartlett	Wheeler	NE0032	276,334	207,250	**10,088**
Bartley	Red Willow	NE0033	2,467,674	1,850,756	**23,805**
Bassett	Rock	NE0034	3,333,770	2,500,327	**47,787**
Battle Creek	Madison	NE0035	6,947,712	5,210,784	**105,042**
Bayard	Morrill	NE0036	12,885,932	9,664,449	**95,927**
Bazile Mills	Knox	NE0037	176,944	132,708	**2,566**
Beatrice	Gage	NE0038	68,860,843	51,645,632	**1,086,616**
Beaver City	Furnas	NE0039	5,928,405	4,446,304	**50,884**
Beaver Crossing	Seward	NE0040	2,085,335	1,564,001	**36,813**
Bee	Seward	NE0041	1,236,900	927,675	**16,283**
Beemer	Cuming	NE0042	1,146,502	859,877	**57,963**
Belden	Cedar	NE0043	237,051	177,788	**9,646**
Belgrade	Nance	NE0044	345,195	258,896	**10,088**

Budget Information provided by Nebraska State Auditor:
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Red cells indicate no budget provided to the State Auditor for FY2019-20

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units (NEU) Estimate Allocations

Recipient	County	NEU ID	NEU Budgets 19-20	NEU 75% Budget	Estimated Tranche 1 Allocation
Bellwood	Butler	NE0045	1,132,502	849,377	**37,167**
Belvidere	Thayer	NE0046	119,708	89,781	**4,071**
Benedict	York	NE0047	490,602	367,952	**20,177**
Benkelman	Dundy	NE0048	8,323,514	6,242,636	**69,910**
Bennet	Lancaster	NE0049	4,427,709	3,320,782	**86,459**
Bennington	Douglas	NE0050	8,040,905	6,030,679	**134,599**
Bertrand	Phelps	NE0051	4,367,927	3,275,945	**62,742**
Berwyn	Custer	NE0052	124,926	93,695	**7,080**
Big Springs	Deuel	NE0053	3,067,001	2,300,250	**33,362**
Bladen	Webster	NE0054	593,017	444,763	**19,380**
Blair	Washington	NE0055	40,509,877	30,382,407	**698,394**
Bloomfield	Knox	NE0056	2,992,701	2,244,526	**83,184**
Bloomington	Franklin	NE0057	306,907	230,180	**8,584**
Blue Hill	Webster	NE0058	3,293,824	2,470,368	**76,636**
Blue Springs	Gage	NE0059	1,725,218	1,293,914	**28,230**
Boelus (Howard City)	Howard	NE0060	431,200	323,400	**16,548**
Boys Town	Douglas	NE0061	8,974,496	6,730,872	**49,734**
Bradshaw	York	NE0062	1,051,655	788,741	**23,716**
Brady	Lincoln	NE0063	716,262	537,197	**37,167**
Brainard	Butler	NE0064	2,248,718	1,686,539	**27,787**
Brewster	Blaine	NE0065	25,519	19,139	**1,504**
Bridgeport	Morrill	NE0066	10,364,911	7,773,683	**130,263**
Bristow	Boyd	NE0067	529,061	396,796	**5,221**
Broadwater	Morrill	NE0068	371,628	278,721	**10,354**
Brock	Nemaha	NE0069	637,728	478,296	**9,380**
Broken Bow	Custer	NE0070	27,961,063	20,970,797	**309,463**
Brownville	Nemaha	NE0071	1,206,734	905,050	**11,327**
Brule	Keith	NE0072	939,500	704,625	**26,991**
Bruning	Thayer	NE0073	1,114,771	836,078	**23,805**
Bruno	Butler	NE0074	281,103	210,827	**8,141**
Brunswick	Antelope	NE0075	623,922	467,941	**11,681**
Burchard	Pawnee	NE0076	295,898	221,924	**6,549**
Burr	Otoe	NE0077	150,000	112,500	**5,221**
Burton	Keya Paha	NE0078	39,922	29,942	**885**
Burwell	Garfield	NE0079	7,821,050	5,865,788	**102,741**
Bushnell	Kimball	NE0080	185,039	138,779	**10,265**
Butte	Boyd	NE0081	1,991,290	1,493,468	**26,814**
Byron	Thayer	NE0082	310,491	232,868	**7,080**
Cairo	Hall	NE0083	2,951,674	2,213,756	**70,087**
Callaway	Custer	NE0084	2,804,086	2,103,064	**47,433**
Cambridge	Furnas	NE0085	12,989,343	9,742,007	**88,671**
Campbell	Franklin	NE0086	1,880,888	1,410,666	**26,637**
Carleton	Thayer	NE0087	741,696	556,272	**7,699**
Carroll	Wayne	NE0088	348,610	261,458	**18,849**

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American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units (NEU) Estimate Allocations

Recipient	County	NEU ID	NEU Budgets 19-20	NEU 75% Budget	Estimated Tranche 1 Allocation
Cedar Bluffs	Saunders	NE0089	1,938,340	1,453,755	**51,592**
Cedar Creek	Cass	NE0090	621,398	466,048	**36,282**
Cedar Rapids	Boone	NE0091	1,907,728	1,430,796	**31,858**
Center	Knox	NE0092	288,685	216,514	**7,699**
Central City	Merrick	NE0093	24,296,365	18,222,274	**254,331**
Ceresco	Saunders	NE0094	2,007,965	1,505,974	**79,556**
Chadron	Dawes	NE0095	15,641,505	11,731,129	**478,929**
Chambers	Holt	NE0096	1,079,630	809,723	**22,654**
Chapman	Merrick	NE0097	436,312	327,234	**25,398**
Chappell	Deuel	NE0098	5,322,990	3,992,242	**75,131**
Chester	Thayer	NE0099	1,142,078	856,559	**19,646**
Clarks	Merrick	NE0100	1,347,672	1,010,754	**30,442**
Clarkson	Colfax	NE0101	5,464,235	4,098,176	**56,017**
Clatonia	Gage	NE0102	738,742	554,057	**19,469**
Clay Center	Clay	NE0103	4,692,102	3,519,077	**64,070**
Clearwater	Antelope	NE0104	6,894,154	5,170,616	**35,398**
Clinton	Sheridan	NE0105	121,667	91,250	**3,451**
Cody	Cherry	NE0106	307,183	230,387	**13,540**
Coleridge	Cedar	NE0107	4,047,867	3,035,900	**39,822**
Colon	Saunders	NE0108	249,192	186,894	**9,380**
Columbus	Platte	NE0109	152,488,508	114,366,381	**2,076,774**
Comstock	Custer	NE0110	918,047	688,535	**7,787**
Concord	Dixon	NE0111	295,835	221,876	**13,451**
Cook	Johnson	NE0112	514,034	385,525	**26,725**
Cordova	Seward	NE0113	402,256	301,692	**11,681**
Cornlea	Platte	NE0114	269,526	202,145	**3,186**
Cortland	Gage	NE0115	1,387,737	1,040,803	**41,769**
Cotesfield	Howard	NE0116	171,875	128,906	**4,159**
Cowles	Webster	NE0117	65,674	49,256	**2,389**
Cozad	Dawson	NE0118	18,666,925	14,000,194	**330,525**
Crab Orchard	Johnson	NE0119	75,198	56,398	**3,186**
Craig	Burt	NE0120	495,662	371,746	**16,548**
Crawford	Dawes	NE0121	7,593,078	5,694,809	**82,299**
Creighton	Knox	NE0122	6,620,761	4,965,570	**96,104**
Creston	Platte	NE0123	1,401,662	1,051,247	**17,964**
Crete	Saline	NE0124	46,875,133	35,156,350	**620,077**
Crofton	Knox	NE0125	1,808,343	1,356,257	**58,671**
Crookston	Cherry	NE0126	205,274	153,955	**6,106**
Culbertson	Hitchcock	NE0127	1,070,553	802,915	**49,468**
Curtis	Frontier	NE0128	5,516,368	4,137,276	**78,671**
Cushing	Howard	NE0129	52,621	39,466	**2,920**
Dakota City	Dakota	NE0130	8,126,210	6,094,658	**164,510**
Dalton	Cheyenne	NE0131	690,316	517,737	**24,601**
Danbury	Red Willow	NE0132	237,159	177,869	**8,407**

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American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units (NEU) Estimate Allocations

Recipient	County	NEU ID	NEU Budgets 19-20	NEU 75% Budget	Estimated Tranche 1 Allocation
Dannebrog	Howard	NE0133	1,331,653	998,740	**26,991**
Davenport	Thayer	NE0134	1,775,358	1,331,519	**25,044**
Davey	Lancaster	NE0135	737,555	553,166	**13,628**
David City	Butler	NE0136	27,394,831	20,546,124	**252,385**
Dawson	Richardson	NE0137	269,013	201,759	**11,947**
Daykin	Jefferson	NE0138	1,282,524	961,893	**14,071**
Decatur	Burt	NE0139	1,666,866	1,250,150	**40,973**
Denton	Lancaster	NE0140	3,266,447	2,449,835	**18,230**
Deshler	Thayer	NE0141	4,031,163	3,023,372	**65,220**
Deweese	Clay	NE0142	166,345	124,759	**5,752**
DeWitt	Saline	NE0143	3,831,396	2,873,547	**44,070**
Diller	Jefferson	NE0144	599,541	449,656	**22,477**
Dix	Kimball	NE0145	1,072,939	804,705	**21,416**
Dixon	Dixon	NE0146	190,299	142,724	**7,168**
Dodge	Dodge	NE0147	1,778,231	1,333,673	**52,477**
Doniphan	Hall	NE0148	2,285,032	1,713,774	**73,450**
Dorchester	Saline	NE0149	3,490,249	2,617,687	**50,795**
Douglas	Otoe	NE0150	383,238	287,428	**15,840**
DuBois	Pawnee	NE0151	272,362	204,272	**12,124**
Dunbar	Otoe	NE0152	397,298	297,974	**17,079**
Duncan	Platte	NE0153	865,926	649,445	**32,654**
Dunning	Blaine	NE0154	306,409	229,807	**8,761**
Dwight	Butler	NE0155	435,947	326,961	**16,902**
Eagle	Cass	NE0156	2,626,844	1,970,133	**96,989**
Eddyville	Dawson	NE0157	148,978	111,734	**8,318**
Edgar	Clay	NE0158	5,192,274	3,894,206	**39,822**
Edison	Furnas	NE0159	875,278	656,458	**10,885**
Elba	Howard	NE0160	2,008,473	1,506,354	**19,911**
Elgin	Antelope	NE0161	3,746,946	2,810,210	**54,601**
Elk Creek	Johnson	NE0162	412,026	309,019	**8,318**
Elm Creek	Buffalo	NE0163	3,655,481	2,741,611	**83,981**
Elmwood	Cass	NE0164	1,889,513	1,417,135	**58,494**
Elsie	Perkins	NE0165	311,716	233,787	**9,292**
Elwood	Gosper	NE0166	5,950,495	4,462,871	**60,441**
Elyria	Valley	NE0167	107,585	80,689	**4,513**
Emerson	Dixon	NE0168	3,049,743	2,287,307	**70,087**
Emmet	Holt	NE0169	307,828	230,871	**4,071**
Endicott	Jefferson	NE0170	491,479	368,609	**11,062**
Ericson	Wheeler	NE0171	219,630	164,723	**7,964**
Eustis	Frontier	NE0172	1,091,352	818,514	**33,008**
Ewing	Holt	NE0173	2,162,639	1,621,979	**32,920**
Exeter	Fillmore	NE0174	2,041,507	1,531,130	**46,194**
Fairbury	Jefferson	NE0175	32,808,589	24,606,442	**320,879**
Fairfield	Clay	NE0176	4,223,749	3,167,812	**32,654**

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American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units (NEU) Estimate Allocations

Recipient	County	NEU ID	NEU Budgets 19-20	NEU 75% Budget	Estimated Tranche 1 Allocation
Fairmont	Fillmore	NE0177	3,076,334	2,307,251	**45,574**
Falls City	Richardson	NE0178	31,548,420	23,661,315	**364,329**
Farnam	Dawson	NE0179	358,335	268,751	**14,601**
Farwell	Howard	NE0180	438,818	329,114	**10,354**
Filley	Gage	NE0181	805,421	604,066	**11,150**
Firth	Lancaster	NE0182	1,501,001	1,125,751	**55,486**
Fordyce	Cedar	NE0183	303,249	227,436	**11,593**
Fort Calhoun	Washington	NE0184	3,996,079	2,997,060	**86,724**
Foster	Pierce	NE0185	81,010	60,757	**4,513**
Franklin	Franklin	NE0186	5,697,297	4,272,973	**80,529**
Fremont	Dodge	NE0187	240,280,084	180,210,063	**2,334,734**
Friend	Saline	NE0188	12,466,691	9,350,018	**85,397**
Fullerton	Nance	NE0189	10,877,309	8,157,982	**108,140**
Funk	Phelps	NE0190	925,743	694,307	**16,194**
Gandy	Logan	NE0191	75,021	56,266	**2,743**
Garland	Seward	NE0192	757,093	567,820	**18,849**
Garrison	Butler	NE0193	75,064	56,298	**4,513**
Geneva	Fillmore	NE0194	10,017,355	7,513,016	**184,598**
Genoa	Nance	NE0195	14,764,318	11,073,239	**83,892**
Gering	Scotts Bluff	NE0196	41,586,567	31,189,925	**719,278**
Gibbon	Buffalo	NE0197	8,294,404	6,220,803	**165,395**
Gilead	Thayer	NE0198	151,930	113,948	**3,363**
Giltner	Hamilton	NE0199	2,086,776	1,565,082	**32,477**
Glenvil	Clay	NE0200	743,816	557,862	**25,840**
Goehner	Seward	NE0201	645,982	484,486	**13,982**
Gordon	Sheridan	NE0202	4,183,484	3,137,613	**134,599**
Gothenburg	Dawson	NE0203	23,695,718	17,771,789	**305,127**
Grafton	Fillmore	NE0204	349,539	262,154	**10,442**
Grant	Perkins	NE0205	15,157,475	11,368,106	**98,671**
Greeley	Greeley	NE0206	6,393,500	4,795,125	**37,875**
Greenwood	Cass	NE0207	3,252,480	2,439,360	**52,654**
Gresham	York	NE0208	1,000,760	750,570	**18,761**
Gretna	Sarpy	NE0209	49,692,504	37,269,378	**447,602**
Gross	Boyd	NE0210	9,100	6,825	**177**
Guide Rock	Webster	NE0211	1,304,158	978,119	**17,876**
Gurley	Cheyenne	NE0212	430,802	323,101	**16,548**
Hadar	Pierce	NE0213	1,462,825	1,097,119	**26,991**
Haigler	Dundy	NE0214	945,382	709,036	**12,389**
Hallam	Lancaster	NE0215	576,948	432,711	**23,539**
Halsey	Thomas	NE0216	102,518	76,888	**7,168**
Hamlet	Hayes	NE0217	90,496	67,872	**4,956**
Hampton	Hamilton	NE0218	1,438,519	1,078,889	**38,318**
Harbine	Jefferson	NE0219	146,362	109,772	**4,071**
Hardy	Nuckolls	NE0220	762,265	571,699	**12,920**

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Harrison	Sioux	NE0221	1,337,466	1,003,100	**19,734**
Hartington	Cedar	NE0222	5,434,131	4,075,598	**129,555**
Harvard	Clay	NE0223	3,422,306	2,566,730	**85,308**
Hastings	Adams	NE0224	234,302,969	175,727,227	**2,185,091**
Hay Springs	Sheridan	NE0225	5,478,199	4,108,649	**47,787**
Hayes Center	Hayes	NE0226	1,073,612	805,209	**17,964**
Hazard	Sherman	NE0227	172,619	129,464	**5,841**
Heartwell	Kearney	NE0228	134,403	100,802	**6,106**
Hebron	Thayer	NE0229	8,716,313	6,537,235	**130,263**
Hemingford	Box Butte	NE0230	7,468,509	5,601,382	**68,406**
Henderson	York	NE0231	5,697,114	4,272,835	**87,166**
Hendley	Furnas	NE0232	108,158	81,119	**2,035**
Henry	Scotts Bluff	NE0233	212,531	159,398	**8,849**
Herman	Washington	NE0234	709,536	532,152	**23,982**
Hershey	Lincoln	NE0235	1,590,357	1,192,768	**58,052**
Hickman	Lancaster	NE0236	7,056,498	5,292,373	**209,819**
Hildreth	Franklin	NE0237	1,697,797	1,273,347	**31,150**
Holbrook	Furnas	NE0238	673,544	505,158	**17,168**
Holdrege	Phelps	NE0239	30,956,651	23,217,488	**478,575**
Holstein	Adams	NE0240	677,698	508,274	**21,062**
Homer	Dakota	NE0241	1,893,302	1,419,977	**46,105**
Hooper	Dodge	NE0242	2,229,186	1,671,890	**74,158**
Hordville	Hamilton	NE0243	405,694	304,271	**13,097**
Hoskins	Wayne	NE0244	469,979	352,484	**26,460**
Howells	Colfax	NE0245	2,274,108	1,705,581	**49,911**
Hubbard	Dakota	NE0246	540,546	405,409	**19,823**
Hubbell	Thayer	NE0247	729,402	547,052	**5,752**
Humboldt	Richardson	NE0248	6,183,479	4,637,609	**71,680**
Humphrey	Platte	NE0249	5,259,540	3,944,655	**72,299**
Huntley	Harlan	NE0250	69,204	51,903	**3,805**
Hyannis	Grant	NE0251	403,762	302,822	**16,283**
Imperial	Chase	NE0252	22,643,433	16,982,575	**181,855**
Indianola	Red Willow	NE0253	3,908,738	2,931,554	**48,672**
Inglewood	Dodge	NE0254	1,750,501	1,312,876	**28,318**
Inman	Holt	NE0255	152,318	114,239	**10,796**
Ithaca	Saunders	NE0256	177,422	133,067	**13,097**
Jackson	Dakota	NE0257	858,689	644,017	**17,964**
Jansen	Jefferson	NE0258	2,341,977	1,756,483	**9,911**
Johnson	Nemaha	NE0259	858,515	643,887	**28,849**
Johnstown	Brown	NE0260	148,628	111,471	**5,398**
Julian	Nemaha	NE0261	140,231	105,173	**4,867**
Juniata	Adams	NE0262	1,475,650	1,106,738	**72,830**
Kearney	Buffalo	NE0263	128,030,158	96,022,619	**2,997,022**
Kenesaw	Adams	NE0264	2,314,968	1,736,226	**85,131**

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American Rescue Plan Act
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Recipient	County	NEU ID	NEU Budgets 19-20	NEU 75% Budget	Estimated Tranche 1 Allocation
Kennard	Washington	NE0265	807,000	605,250	**32,389**
Kilgore	Cherry	NE0266	246,055	184,541	**6,991**
Kimball	Kimball	NE0267	17,832,899	13,374,675	**209,996**
Lamar	Chase	NE0268	22,433	16,825	**1,947**
Laurel	Cedar	NE0269	10,022,885	7,517,164	**81,060**
LaVista	Sarpy	NE0270	89,884,620	67,413,465	**1,519,440**
Lawrence	Nuckolls	NE0271	1,504,541	1,128,406	**24,867**
Lebanon	Red Willow	NE0272	85,614	64,211	**6,814**
Leigh	Colfax	NE0273	980,632	735,474	**36,902**
Leshara	Saunders	NE0274	75,931	56,948	**10,531**
Lewellen	Garden	NE0275	373,757	280,318	**17,610**
Lewiston	Pawnee	NE0276	157,242	117,931	**5,575**
Lexington	Dawson	NE0277	48,998,979	36,749,234	**895,116**
Liberty	Gage	NE0278	113,600	85,200	**6,460**
Lindsay	Platte	NE0279	2,205,388	1,654,041	**23,185**
Linwood	Butler	NE0280	129,415	97,061	**7,256**
Litchfield	Sherman	NE0281	913,207	684,905	**22,035**
Lodgepole	Cheyenne	NE0282	2,136,522	1,602,392	**24,336**
Long Pine	Brown	NE0283	2,622,381	1,966,786	**25,486**
Loomis	Phelps	NE0284	1,136,681	852,511	**33,274**
Lorton	Otoe	NE0285	454,795	341,096	**3,805**
Louisville	Cass	NE0286	10,901,247	8,175,935	**115,573**
Loup City	Sherman	NE0287	5,393,147	4,044,860	**86,105**
Lushton	York	NE0288	37,373	28,030	**2,566**
Lyman	Scotts Bluff	NE0289	3,716,326	2,787,244	**28,584**
Lynch	Boyd	NE0290	4,415,875	3,311,906	**19,469**
Lyons	Burt	NE0291	5,502,304	4,126,728	**70,707**
Madison	Madison	NE0292	18,036,420	13,527,315	**211,677**
Madrid	Perkins	NE0293	1,833,068	1,374,801	**20,442**
Magnet	Cedar	NE0294	231,748	173,811	**4,779**
Malcolm	Lancaster	NE0295	2,492,037	1,869,028	**35,929**
Malmo	Saunders	NE0296	151,043	113,282	**10,088**
Manley	Cass	NE0297	330,467	247,850	**15,221**
Marquette	Hamilton	NE0298	1,767,704	1,325,778	**21,150**
Martinsburg	Dixon	NE0299	443,280	332,460	**7,787**
Maskell	Dixon	NE0300	194,086	145,564	**6,283**
Mason City	Custer	NE0301	351,002	263,252	**14,955**
Maxwell	Lincoln	NE0302	308,754	231,566	**26,106**
Maywood	Frontier	NE0303	1,296,590	972,443	**22,035**
McCook	Red Willow	NE0304	37,631,128	28,223,346	**669,014**
McCool Junction	York	NE0305	1,220,247	915,185	**37,964**
McGrew	Scotts Bluff	NE0306	519,326	389,495	**8,938**
McLean	Pierce	NE0307	198,727	149,045	**3,186**
Mead	Saunders	NE0308	4,881,093	3,660,820	**50,176**

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Meadow Grove	Madison	NE0309	698,816	524,112	**25,575**
Melbeta	Scotts Bluff	NE0310	345,833	259,375	**9,557**
Memphis	Saunders	NE0311	181,898	136,424	**9,734**
Merna	Custer	NE0312	530,528	397,896	**32,123**
Merriman	Cherry	NE0313	224,448	168,336	**11,416**
Milford	Seward	NE0314	11,013,759	8,260,319	**184,952**
Miller	Buffalo	NE0315	526,341	394,756	**11,593**
Milligan	Fillmore	NE0316	555,111	416,333	**23,539**
Minatare	Scotts Bluff	NE0317	2,506,216	1,879,662	**69,822**
Minden	Kearney	NE0318	17,172,078	12,879,058	**261,057**
Mitchell	Scotts Bluff	NE0319	15,686,362	11,764,772	**143,626**
Monowi	Boyd	NE0320	15,225	11,419	**88**
Monroe	Platte	NE0321	949,332	711,999	**24,955**
Moorefield	Frontier	NE0322	158,235	118,676	**2,655**
Morrill	Scotts Bluff	NE0323	8,577,640	6,433,230	**78,671**
Morse Bluff	Saunders	NE0324	1,664,400	1,248,300	**12,566**
Mullen	Hooker	NE0325	3,188,758	2,391,569	**40,973**
Murdock	Cass	NE0326	505,684	379,263	**21,858**
Murray	Cass	NE0327	1,740,203	1,305,152	**42,920**
Naper	Boyd	NE0328	190,649	142,986	**6,726**
Naponee	Franklin	NE0329	323,215	242,411	**8,849**
Nebraska City	Otoe	NE0330	65,664,097	49,248,073	**645,297**
Nehawka	Cass	NE0331	290,639	217,979	**18,761**
Neligh	Antelope	NE0332	10,017,853	7,513,390	**132,829**
Nelson	Nuckolls	NE0333	2,803,155	2,102,366	**39,380**
Nemaha	Nemaha	NE0334	666,587	499,940	**12,566**
Nenzel	Cherry	NE0335	53,381	40,036	**1,681**
Newcastle	Dixon	NE0336	974,153	730,615	**30,619**
Newman Grove	Madison	NE0337	3,607,106	2,705,329	**62,211**
Newport	Rock	NE0338	381,125	285,844	**7,699**
Nickerson	Dodge	NE0339	482,027	361,520	**32,654**
Niobrara	Knox	NE0340	1,179,058	884,294	**29,911**
Nora	Nuckolls	NE0341	120,396	90,297	**1,770**
Norfolk	Madison	NE0342	112,197,045	84,147,784	**2,163,587**
Norman	Kearney	NE0343	16,774	12,580	**3,894**
North Bend	Dodge	NE0344	4,246,995	3,185,246	**112,299**
North Loup	Valley	NE0345	3,120,000	2,340,000	**25,929**
North Platte	Lincoln	NE0346	146,708,606	110,031,455	**2,091,907**
Oak	Nuckolls	NE0347	89,905	67,429	**5,398**
Oakdale	Antelope	NE0348	719,307	539,480	**25,929**
Oakland	Burt	NE0349	3,357,304	2,517,978	**104,334**
Obert	Cedar	NE0350	49,275	36,956	**1,947**
Oconto	Custer	NE0351	556,731	417,548	**12,743**
Octavia	Butler	NE0352	228,150	171,112	**10,619**

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Odell	Gage	NE0353	681,530	511,148	**25,752**
Ogallala	Keith	NE0354	21,910,629	16,432,972	**397,957**
Ohiowa	Fillmore	NE0355	1,627,055	1,220,291	**9,380**
O'Neill	Holt	NE0356	13,273,190	9,954,893	**316,720**
Ong	Clay	NE0357	602,942	452,207	**5,221**
Orchard	Antelope	NE0358	823,923	617,942	**30,530**
Ord	Valley	NE0359	19,496,949	14,622,712	**183,713**
Orleans	Harlan	NE0360	1,050,559	787,920	**32,831**
Osceola	Polk	NE0361	3,817,057	2,862,793	**74,600**
Oshkosh	Garden	NE0362	6,576,767	4,932,575	**68,760**
Osmond	Pierce	NE0363	5,547,827	4,160,870	**66,282**
Otoe	Otoe	NE0364	337,978	253,483	**15,752**
Overton	Dawson	NE0365	1,459,806	1,094,854	**50,176**
Oxford	Furnas	NE0366	5,583,049	4,187,287	**64,866**
Page	Holt	NE0367	937,326	702,994	**13,982**
Palisade	Hitchcock	NE0368	687,420	515,565	**29,203**
Palmer	Merrick	NE0369	1,238,754	929,066	**41,327**
Palmyra	Otoe	NE0370	1,248,062	936,046	**49,999**
Panama	Lancaster	NE0371	431,077	323,308	**24,247**
Papillion	Sarpy	NE0372	191,399,402	143,549,552	**1,811,558**
Pawnee City	Pawnee	NE0373	4,242,379	3,181,784	**73,627**
Paxton	Keith	NE0374	5,533,635	4,150,226	**43,362**
Pender	Thurston	NE0375	13,052,937	9,789,702	**98,051**
Peru	Nemaha	NE0376	1,808,354	1,356,266	**66,813**
Petersburg	Boone	NE0377	921,731	691,298	**27,610**
Phillips	Hamilton	NE0378	628,107	471,080	**26,371**
Pickrell	Gage	NE0379	592,765	444,574	**16,902**
Pierce	Pierce	NE0380	11,801,452	8,851,089	**152,917**
Pilger	Stanton	NE0381	1,138,013	853,510	**31,681**
Plainview	Pierce	NE0382	7,409,103	5,556,827	**105,485**
Platte Center	Platte	NE0383	963,987	722,990	**29,734**
Plattsmouth	Cass	NE0384	21,682,966	16,262,225	**569,989**
Pleasant Dale	Seward	NE0385	569,457	427,092	**18,407**
Pleasanton	Buffalo	NE0386	1,750,166	1,312,624	**31,769**
Plymouth	Jefferson	NE0387	2,101,749	1,576,312	**33,362**
Polk	Polk	NE0388	2,044,636	1,533,477	**26,991**
Ponca	Dixon	NE0389	3,044,448	2,283,336	**80,706**
Potter	Cheyenne	NE0390	2,533,959	1,900,470	**25,840**
Prague	Saunders	NE0391	1,212,326	909,245	**27,345**
Preston	Richardson	NE0392	5,495	4,121	**2,061**
Primrose	Boone	NE0393	222,135	166,601	**5,133**
Prosser	Adams	NE0394	148,656	111,492	**6,372**
Ragan	Harlan	NE0395	160,538	120,403	**3,363**
Ralston	Douglas	NE0396	28,669,732	21,502,299	**643,616**

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Randolph	Cedar	NE0397	6,997,248	5,247,936	**78,760**
Ravenna	Buffalo	NE0398	5,780,153	4,335,115	**120,175**
Raymond	Lancaster	NE0399	891,501	668,626	**16,371**
Red Cloud	Webster	NE0400	6,266,648	4,699,986	**81,060**
Republican City	Harlan	NE0401	810,322	607,742	**13,628**
Reynolds	Jefferson	NE0402	401,130	300,847	**5,841**
Richland	Colfax	NE0403	788,676	591,507	**6,372**
Rising City	Butler	NE0404	727,702	545,777	**31,150**
Riverdale	Buffalo	NE0405	698,084	523,563	**15,840**
Riverton	Franklin	NE0406	148,647	111,485	**7,433**
Roca	Lancaster	NE0407	1,156,232	867,174	**30,973**
Rockville	Sherman	NE0408	377,313	282,985	**8,849**
Rogers	Colfax	NE0409	236,854	177,641	**8,318**
Rosalie	Thurston	NE0410	525,036	393,777	**14,336**
Roseland	Adams	NE0411	704,448	528,336	**23,628**
Royal	Antelope	NE0412	234,121	175,591	**5,133**
Rulo	Richardson	NE0413	420,000	315,000	**14,159**
Rushville	Sheridan	NE0414	2,993,442	2,245,082	**77,786**
Ruskin	Nuckolls	NE0415	345,184	258,888	**10,000**
Salem	Richardson	NE0416	255,000	191,250	**9,203**
Santee	Knox	NE0417	58,504	43,878	**21,939**
Sargent	Custer	NE0418	3,149,981	2,362,486	**44,778**
Saronville	Clay	NE0419	76,131	57,098	**3,982**
Schuyler	Colfax	NE0420	30,962,172	23,221,629	**557,777**
Scotia	Greeley	NE0421	1,176,053	882,040	**25,575**
Scottsbluff	Scotts Bluff	NE0422	61,704,198	46,278,149	**1,288,117**
Scribner	Dodge	NE0423	7,415,654	5,561,741	**70,707**
Seward	Seward	NE0424	44,689,102	33,516,827	**638,572**
Shelby	Polk	NE0425	1,854,457	1,390,843	**62,034**
Shelton	Buffalo	NE0426	4,379,304	3,284,478	**93,361**
Shickley	Fillmore	NE0427	1,410,490	1,057,868	**28,230**
Sholes	Wayne	NE0428	54,104	40,578	**1,770**
Shubert	Richardson	NE0429	377,216	282,912	**12,212**
Sidney	Cheyenne	NE0430	50,772,141	38,079,106	**541,140**
Silver Creek	Merrick	NE0431	791,326	593,494	**31,592**
Smithfield	Gosper	NE0432	139,213	104,410	**4,690**
Snyder	Dodge	NE0433	2,565,693	1,924,270	**25,575**
South Bend	Cass	NE0434	-	-	**9,203**
South Sioux City	Dakota	NE0435	83,333,249	62,499,937	**1,133,518**
Spalding	Greeley	NE0436	3,671,833	2,753,875	**38,937**
Spencer	Boyd	NE0437	2,238,992	1,679,244	**36,813**
Sprague	Lancaster	NE0438	585,995	439,497	**13,363**
Springfield	Sarpy	NE0439	16,193,190	12,144,892	**143,714**
Springview	Keya Paha	NE0440	1,879,161	1,409,371	**20,885**

Budget Information provided by Nebraska State Auditor:
https://www.nebraska.gov/auditor/reports/index.cgi?budget=1

Red cells indicate no budget provided to the State Auditor for FY2019-20

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units (NEU) Estimate Allocations

Recipient	County	NEU ID	NEU Budgets 19-20	NEU 75% Budget	Estimated Tranche 1 Allocation
St. Edward	Boone	NE0441	3,396,705	2,547,529	**58,317**
St. Helena	Cedar	NE0442	350,488	262,866	**8,053**
St. Paul	Howard	NE0443	16,954,522	12,715,892	**206,456**
Stamford	Harlan	NE0444	506,729	380,047	**15,486**
Stanton	Stanton	NE0445	13,954,589	10,465,941	**132,918**
Staplehurst	Seward	NE0446	814,251	610,688	**20,531**
Stapleton	Logan	NE0447	1,009,906	757,430	**26,460**
Steele City	Jefferson	NE0448	556,084	417,063	**5,133**
Steinauer	Pawnee	NE0449	580,191	435,143	**6,195**
Stella	Richardson	NE0450	393,722	295,292	**12,655**
Sterling	Johnson	NE0451	1,369,424	1,027,068	**40,619**
Stockham	Hamilton	NE0452	23,707	17,781	**3,982**
Stockville	Frontier	NE0453	63,569	47,676	**2,212**
Strang	Fillmore	NE0454	77,522	58,141	**2,389**
Stratton	Hitchcock	NE0455	2,954,779	2,216,084	**28,672**
Stromsburg	Polk	NE0456	10,660,609	7,995,456	**100,795**
Stuart	Holt	NE0457	5,583,240	4,187,430	**51,680**
Sumner	Dawson	NE0458	356,978	267,733	**19,380**
Superior	Nuckolls	NE0459	16,680,599	12,510,449	**159,908**
Surprise	Butler	NE0460	255,025	191,269	**3,628**
Sutherland	Lincoln	NE0461	5,914,347	4,435,760	**116,812**
Sutton	Clay	NE0462	12,916,523	9,687,392	**126,900**
Swanton	Saline	NE0463	945,958	709,469	**8,053**
Syracuse	Otoe	NE0464	16,243,520	12,182,640	**173,448**
Table Rock	Pawnee	NE0465	565,000	423,750	**22,389**
Talmage	Otoe	NE0466	917,021	687,766	**21,327**
Tarnov	Platte	NE0467	75,449	56,587	**4,071**
Taylor	Loup	NE0468	1,828,790	1,371,593	**17,699**
Tecumseh	Johnson	NE0469	15,715,180	11,786,385	**140,351**
Tekamah	Burt	NE0470	6,317,570	4,738,178	**151,148**
Terrytown	Scotts Bluff	NE0471	8,646,797	6,485,098	**103,449**
Thayer	York	NE0472	134,142	100,606	**5,133**
Thedford	Thomas	NE0473	390,434	292,826	**19,380**
Thurston	Thurston	NE0474	371,030	278,272	**12,035**
Tilden	Madison	NE0475	5,604,674	4,203,505	**82,299**
Tobias	Saline	NE0476	517,847	388,385	**9,292**
Trenton	Hitchcock	NE0477	10,998,727	8,249,045	**47,344**
Trumbull	Clay	NE0478	514,348	385,761	**17,345**
Uehling	Dodge	NE0479	1,095,708	821,781	**19,646**
Ulysses	Butler	NE0480	509,725	382,294	**14,071**
Unadilla	Otoe	NE0481	925,713	694,285	**28,495**
Union	Cass	NE0482	407,098	305,323	**21,504**
Upland	Franklin	NE0483	331,170	248,377	**11,858**
Utica	Seward	NE0484	2,407,667	1,805,750	**73,538**

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Red cells indicate no budget provided to the State Auditor for FY2019-20

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Units (NEU) Estimate Allocations

Recipient	County	NEU ID	NEU Budgets 19-20	NEU 75% Budget	Estimated Tranche 1 Allocation
Valentine	Cherry	NE0485	22,709,878	17,032,408	**239,464**
Valley	Douglas	NE0486	16,177,512	12,133,134	**255,747**
Valparaiso	Saunders	NE0487	1,167,486	875,615	**48,052**
Venango	Perkins	NE0488	956,627	717,470	**14,159**
Verdel	Knox	NE0489	130,381	97,786	**2,655**
Verdigre	Knox	NE0490	10,158,218	7,618,664	**46,636**
Verdon	Richardson	NE0491	446,385	334,789	**13,982**
Virginia	Gage	NE0492	237,188	177,891	**5,044**
Waco	York	NE0493	1,133,676	850,257	**20,885**
Wahoo	Saunders	NE0494	14,128,776	10,596,582	**402,470**
Wakefield	Dixon	NE0495	16,308,284	12,231,213	**120,617**
Wallace	Lincoln	NE0496	851,347	638,510	**30,442**
Walthill	Thurston	NE0497	2,156,483	1,617,362	**70,618**
Washington	Washington	NE0498	212,984	159,738	**13,894**
Waterbury	Dixon	NE0499	195,062	146,297	**5,929**
Waterloo	Douglas	NE0500	4,525,016	3,393,762	**80,972**
Wauneta	Chase	NE0501	9,581,339	7,186,004	**49,203**
Wausa	Knox	NE0502	3,336,522	2,502,391	**49,468**
Waverly	Lancaster	NE0503	26,448,414	19,836,311	**360,613**
Wayne	Wayne	NE0504	41,716,372	31,287,279	**500,875**
Weeping Water	Cass	NE0505	2,746,176	2,059,632	**96,901**
Wellfleet	Lincoln	NE0506	86,048	64,536	**6,903**
West Point	Cuming	NE0507	21,971,400	16,478,550	**290,525**
Western	Saline	NE0508	2,453,507	1,840,130	**20,531**
Weston	Saunders	NE0509	1,418,600	1,063,950	**29,203**
Whitney	Dawes	NE0510	193,882	145,411	**6,372**
Wilber	Saline	NE0511	19,462,905	14,597,179	**163,714**
Wilcox	Kearney	NE0512	1,880,629	1,410,471	**30,530**
Wilsonville	Furnas	NE0513	300,116	225,087	**7,699**
Winnebago	Thurston	NE0514	962,081	721,561	**69,645**
Winnetoon	Knox	NE0515	315,337	236,503	**5,841**
Winside	Wayne	NE0516	1,039,106	779,330	**35,486**
Winslow	Dodge	NE0517	2,581,908	1,936,431	**8,938**
Wisner	Cuming	NE0518	18,414,363	13,810,772	**103,538**
Wolbach	Greeley	NE0519	1,220,917	915,688	**22,477**
Wood Lake	Cherry	NE0520	113,387	85,041	**5,575**
Wood River	Hall	NE0521	11,966,746	8,975,059	**118,582**
Wymore	Gage	NE0522	14,264,109	10,698,082	**118,228**
Wynot	Cedar	NE0523	762,722	572,041	**16,194**
York	York	NE0524	51,248,029	38,436,022	**694,323**
Yutan	Saunders	NE0525	4,027,625	3,020,719	**115,927**

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CITY MANAGER'S REPORT
JUNE 21, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.A.

Discuss and take action on a bond refinance structure for the Combined utilities Revenue Refunding Bonds, Series, 2021.

BACKGROUND:

At the April 5, 2021 McCook City Council meeting, the McCook City Council adopted a resolution calling for the early redemption of the City's outstanding Combined Utilities Revenue Refunding Bonds, Series 2016. Additionally, the Council adopted an ordinance that authorized the issuance by the City of Combined Utilities Revenue Refunding Bonds, Series 2021.

Brad Slaughter of Piper Sandler & Co. presented two different payment options. By refinancing the Series 2016 Bonds through the use of the cash flow model, it was forecasted that our interest cost would drop to 1.5850%. The all inclusive interest rate would sit at 1.610%. In terms of real dollars, the early redemption of the 2016 Series Bonds and issuance of new Series 2021 Bonds would save the City of McCook an estimated $544,931.69 over the course of the next 15 years. The average annual savings was estimated at $36,258.60.

Under the shortened amortization model presented on April 5, 2021, by slightly increasing the yearly principal payments on the Series 2021 Bonds, the true interest cost would drop to an estimated 1.496%, with an all inclusive cost of approximately 1.532%. Under the shortened schedule, the 15th year of payment would be eliminated. In terms of real dollars, the shortened amortization schedule would result in an estimated total savings of $650,299.78 for the City of McCook, the majority of which would be recognized at the end of the repayment period.

Brad Slaughter will be present at the June 21, 2021 McCook City Council meeting to discuss the pros and cons of each option. Mr. Slaughter will present updated numbers. Council will be asked to choose an option in order to provide instruction in anticipation of the issuance.

APPROVALS:

Lea Ann Doak, City Clerk — June 16, 2021

Nate Schneider, City Manager — June 16, 2021

CITY OF MCCOOK, NEBRASKA
COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2021
REFUNDING OUSTANDING 2016 BONDS @ 2.625% - **SHORTENED AMORTIZATION**
PARAMETERS 4/5/2021, DATED 8/16/2021

SERIES 2016 BONDS						REFUNDING BONDS, SERIES 2020						
DATE	PRINCIPAL	COUPON	INTEREST	DSRF	TOTAL P & I	DATE	PRINCIPAL	COUPON	INTEREST	DSRF	TOTAL P & I	SAVINGS
6/15/2022	$510,000.00	1.40%	$151,890.00		$661,890.00	6/15/2022	$605,000.00	0.35%	$54,627.72		$659,627.72	$2,262.28
6/15/2023	$510,000.00	1.50%	$144,750.00		$654,750.00	6/15/2023	$590,000.00	0.40%	$63,655.00		$653,655.00	$1,095.00
6/15/2024	$510,000.00	1.65%	$137,100.00		$647,100.00	6/15/2024	$585,000.00	0.50%	$61,295.00		$646,295.00	$805.00
6/15/2025	$515,000.00	1.80%	$128,685.00		$643,685.00	6/15/2025	$585,000.00	0.65%	$58,370.00		$643,370.00	$315.00
6/15/2026	$685,000.00	2.00%	$119,415.00		$804,415.00	6/15/2026	$750,000.00	0.75%	$54,567.50		$804,567.50	-$152.50
6/15/2027	$315,000.00	2.15%	$105,715.00		$420,715.00	6/15/2027	$370,000.00	0.90%	$48,942.50		$418,942.50	$1,772.50
6/15/2028	$315,000.00	2.25%	$98,942.50		$413,942.50	6/15/2028	$365,000.00	1.05%	$45,612.50		$410,612.50	$3,330.00
6/15/2029	$320,000.00	2.40%	$91,855.00		$411,855.00	6/15/2029	$370,000.00	1.20%	$41,780.00		$411,780.00	$75.00
6/15/2030	$325,000.00	2.50%	$84,175.00		$409,175.00	6/15/2030	$370,000.00	1.30%	$37,340.00		$407,340.00	$1,835.00
6/15/2031	$330,000.00	2.50%	$76,050.00		$406,050.00	6/15/2031	$370,000.00	1.45%	$32,530.00		$402,530.00	$3,520.00
6/15/2032	$335,000.00	3.00%	$67,800.00		$402,800.00	6/15/2032	$375,000.00	1.55%	$27,165.00		$402,165.00	$635.00
6/15/2033	$340,000.00	3.00%	$57,750.00		$397,750.00	6/15/2033	$375,000.00	1.65%	$21,352.50		$396,352.50	$1,397.50
6/15/2034	$345,000.00	3.00%	$47,550.00		$392,550.00	6/15/2034	$375,000.00	1.75%	$15,165.00		$390,165.00	$2,385.00
6/15/2035	$350,000.00	3.00%	$37,200.00		$387,200.00	6/15/2035	$465,000.00	1.85%	$8,602.50	$500,000.00	-$26,397.50	$413,597.50
6/15/2036	$890,000.00	3.00%	$26,700.00	$700,325	$216,374.87	6/15/2036	$0.00	-	$0.00		$0.00	$216,374.87
TOTAL	$6,595,000.00		$1,375,577.50		$7,270,252.37	TOTAL	$6,550,000.00		$571,005.22		$6,621,005.22	$649,247.15

TRUE INTEREST COST	2.625%
ALL INCLUSIVE COST	2.625%

TRUE INTEREST COST	1.496%
ALL INCLUSIVE COST	1.532%

Cash at Closing	$1,052.63

Sources Of Funds

Par Amount of Bonds	$6,550,000.00
DSR Fund	$700,325.13
Total Sources	$7,250,325.13

Uses Of Funds

Deposit to Series 2014 Bonds	$6,658,287.50
DSR Fuynd	$500,000.00
Underwriter's Discount	$76,635.00
Bond Counsel	$13,100.00
Trustee Fee	$1,250.00
Cash to the City at Closing	$1,052.63
Total Uses	$7,250,325.13

Average Payment	$441,400.35
Avg Savings 2022-2034	$1,482.68
NPV Savings	7.71%
Total Savings	$650,299.78

.10% equal	$43,295.00

Brad Slaughter
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Piper Sandler & Co.
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CITY OF MCCOOK, NEBRASKA
COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2021
REFUNDING OUSTANDING 2016 BONDS @ 2.625% - **CASH FLOW SAVINGS**
PARAMETERS 4/5/2021, DATED 8/16/2021

SERIES 2016 BONDS						REFUNDING BONDS, SERIES 2020						
DATE	PRINCIPAL	COUPON	INTEREST	DSRF	TOTAL P & I	DATE	PRINCIPAL	COUPON	INTEREST	DSRF	TOTAL P & I	SAVINGS
6/15/2022	$510,000.00	1.40%	$151,890.00		$661,890.00	6/15/2022	$565,000.00	0.35%	$58,435.81		$623,435.81	$38,454.19
6/15/2023	$510,000.00	1.50%	$144,750.00		$654,750.00	6/15/2023	$550,000.00	0.40%	$68,380.00		$618,380.00	$36,370.00
6/15/2024	$510,000.00	1.65%	$137,100.00		$647,100.00	6/15/2024	$545,000.00	0.50%	$66,180.00		$611,180.00	$35,920.00
6/15/2025	$515,000.00	1.80%	$128,685.00		$643,685.00	6/15/2025	$545,000.00	0.65%	$63,455.00		$608,455.00	$35,230.00
6/15/2026	$685,000.00	2.00%	$119,415.00		$804,415.00	6/15/2026	$710,000.00	0.75%	$59,912.50		$769,912.50	$34,502.50
6/15/2027	$315,000.00	2.15%	$105,715.00		$420,715.00	6/15/2027	$330,000.00	0.90%	$54,587.50		$384,587.50	$36,127.50
6/15/2028	$315,000.00	2.25%	$98,942.50		$413,942.50	6/15/2028	$325,000.00	1.05%	$51,617.50		$376,617.50	$37,325.00
6/15/2029	$320,000.00	2.40%	$91,855.00		$411,855.00	6/15/2029	$330,000.00	1.20%	$48,205.00		$378,205.00	$33,650.00
6/15/2030	$325,000.00	2.50%	$84,175.00		$409,175.00	6/15/2030	$330,000.00	1.30%	$44,245.00		$374,245.00	$34,930.00
6/15/2031	$330,000.00	2.50%	$76,050.00		$406,050.00	6/15/2031	$330,000.00	1.45%	$39,955.00		$369,955.00	$36,095.00
6/15/2032	$335,000.00	3.00%	$67,800.00		$402,800.00	6/15/2032	$330,000.00	1.55%	$35,170.00		$365,170.00	$37,630.00
6/15/2033	$340,000.00	3.00%	$57,750.00		$397,750.00	6/15/2033	$330,000.00	1.65%	$30,055.00		$360,055.00	$37,695.00
6/15/2034	$345,000.00	3.00%	$47,550.00		$392,550.00	6/15/2034	$330,000.00	1.75%	$24,610.00		$354,610.00	$37,940.00
6/15/2035	$350,000.00	3.00%	$37,200.00		$387,200.00	6/15/2035	$330,000.00	1.85%	$18,835.00		$348,835.00	$38,365.00
6/15/2036	$890,000.00	3.00%	$26,700.00	$700,325	$216,374.87	6/15/2036	$670,000.00	1.90%	$12,730.00	$500,000.00	$182,730.00	$33,644.87
TOTAL	$6,595,000.00		$1,375,577.50		$7,270,252.37	TOTAL	$6,550,000.00		$676,373.31		$6,726,373.31	$543,879.06

TRUE INTEREST COST	2.625%
ALL INCLUSIVE COST	2.625%

TRUE INTEREST COST	1.580%
ALL INCLUSIVE COST	1.610%

Cash at Closing	$1,052.63

Average Payment	$448,424.89
Avg Savings 2022-2036	$36,258.60
NPV Savings	7.71%
Total Savings	$544,931.69

.10% equal	$47,635.00

Sources Of Funds

Par Amount of Bonds	$6,550,000.00
DSR Fund	$700,325.13
Total Sources	$7,250,325.13

Uses Of Funds

Deposit to Series 2014 Bonds	$6,658,287.50
DSR Fuynd	$500,000.00
Underwriter's Discount	$76,635.00
Bond Counsel	$13,100.00
Trustee Fee	$1,250.00
Cash to the City at Closing	$1,052.63
Total Uses	$7,250,325.13

Brad Slaughter
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CITY MANAGER'S REPORT
JUNE 21, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.B.

Consider a topic for consideration from Tasha Blomstedt regarding a jake brake ordinance.

BACKGROUND:

The City of McCook has received a topic for consideration application from Tasha Blomstedt. One of the items in the application inquired whether a jake brake ordinance has been created. Staff explained that a vote on the matter was held, but that the Council determined not to enact such an ordinance due to the difficulty associated with enforcing the law.

A copy of the topic for consideration application and staff's subsequent response are attached to this report. This matter is a discussion item only, no action will be taken unless requested by the Council.

APPROVALS:

Lea Ann Doak, City Clerk — June 16, 2021

Nate Schneider, City Manager — June 16, 2021

View any uploaded files by signing in and then proceeding to the link below:
http://www.cityofmccook.com/Admin/FormHistory.aspx?SID=1216

The following form was submitted via your website: TOPIC FOR CONSIDERATION

First Name:: Tasha

Last Name:: Blomstedt

Street Address:: 511 ELIZABETH LANE

City:: MCCOOK

State:: NE

Zip:: 69001

Phone Number:: 4024173478

Email Address:: tlblomstedt@gmail.com

Date of Request:: 6/4/2021

Description of Requested Topic:
(Please be as specific as possible): 1. I would like to thank the city for adding some improvements to the Barnett Park playground (replacing an infant swing, replacing some missing bubble windows so kids don't fall out). It is noticed and very much appreciated!

2. Is there an ordinance against engine breaking within city limits (or so many miles within city limits)? I've noticed both at Barnett south of town and even in the Gary's parking lot west of town that the engine breaking by semi trucks is quite loud and disrupts the peaceful feeling at the park. Would we be able to create an ordinance and put up signs along the highways? McCook is a nice small town but sometimes the noise pollution makes it sound like we're next to an interstate freeway!

3. What is the status of the swimming pool? I am interested in hearing more about that or being involved in planning. I didn't live here when the pool committee was formed several years ago but this is a priority I'd like to support. Does the city have a Facebook page or something where updates can be posted for citizens to see? We've had baseball and other activities during council meetings but a Facebook page with even just a brief highlighted topic that has the link to the council minutes would help with community engagement as it would be shareable.

Thank you for your work in contributing to the city!

Additional Information:
Form submitted on: 6/4/2021 3:45:42 AM
Submitted from IP Address: 64.64.129.230
Referrer Page: https://www.cityofmccook.com/77/City-Council
Form Address: http://www.cityofmccook.com/Forms.aspx?FID=87

Nate Schneider

From: Nate Schneider <nschneider@cityofmccook.com>
Sent: Monday, June 7, 2021 3:25 PM
To: tlblomstedt@gmail.com
Cc: Kyle; Clerk Lea Ann Doak
Subject: Topic for Consideration

Hi Tasha,

Thanks you for completing our Topic For Consideration report. Lea Ann Doak forwarded your request to me.

1) Thanks for the kind words regarding the playground equipment. Our parks department does an excellent job and it's always nice to hear compliments for our employees. I will forward your message to them.
2) Within the past couple of years, the council voted against a jake break ordinance. I believe the main concern was the difficulty in enforcing the law. I don't know if the council is interested in bringing the topic back or not.
3) We have a pool committee meeting tomorrow (June 8) at 4:30 p.m. at the fire department's training room (upstairs in the municipal building). The engineer will be present to introduce himself to the group and begin the organization process. You are welcome to attend. As far as notification, we post all of our meetings on the City of McCook's website. When you get to the City of McCook's website, click on City Council. After you click on City Council, there is a link for the most recent agenda. You can also view older agendas by clicking on the view all link. I can speak with our person that manages our Facebook account to see if there isn't a way to permanently attach a link to our page.

If you have any questions, feel free to follow up on my email.

Thanks,
Nate

CITY MANAGER'S REPORT
JUNE 21, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.C.

Consider a topic for consideration from Julie Carpenter regarding reimbursement due to the step reconstruction project at the McCook City Auditorium.

BACKGROUND:

The City of McCook has received a topic for consideration application from Julie Carpenter. Ms. Carpenter has rented the McCook City Auditorium for a wedding on June 19. The City of McCook is currently undertaking the step reconstruction project at the McCook City Auditorium. Ms. Carpenter does not believe she is receiving full access to the venue that she is paying for. She is asking for some sort of reimbursement for the cost of the venue. Her cost for the rental of the Auditorium is $450 ($150 for the day of the event, $75 for the three days of setup and cleaning). It should be noted that, despite the construction project, multiple points of entry exist at the McCook City Auditorium. In addition, the construction project did not impact the ability to use the interior of the McCook City Auditorium. Finally, other events have successfully occurred at the Auditorium since the construction project began.

The McCook City Council is the only entity that has the ability to modify the City of McCook's fee schedule.

APPROVALS:

Lea Ann Doak, City Clerk — June 16, 2021

Nate Schneider, City Manager — June 16, 2021

Nate Schneider

From: Lea Ann Doak <ldoak@cityofmccook.com>
Sent: Friday, June 11, 2021 9:55 AM
To: Nate Schneider; potthoff
Cc: Tracy Burkey
Subject: FW: Online Form Submittal: TOPIC FOR CONSIDERATION

Here is the request from Mrs. Carpenter.

Lea Ann Doak, CMC
City Clerk-Treasurer
505 West "C" Street
PO Box 1059
McCook NE 69001-1059
308-345-2022 ext. 226
308-345-1461 (Fax)

From: noreply@civicplus.com
Sent: Friday, June 11, 2021 9:37 AM
To: admin@cityofmccook.com; ldoak@cityofmccook.com; burkey@cityofmccook.com
Subject: Online Form Submittal: TOPIC FOR CONSIDERATION

If you are having problems viewing this HTML email, click to view a Text version.

TOPIC FOR CONSIDERATION

First Name:	Julie
Last Name:	Carpenter
Street Address:	72135 Road 401
City:	Bartley
State:	NE
Zip:	69020
Phone Number:	3087371281
Email Address:	jcarpenter1966@gmail.com
Date of Request:	6-11-2021

Description of Requested Topic:
(Please be as specific as possible)

My concern is the rental for the auditorium for a wedding on June 19th. When my daughter reserved the building in January it was not under contract for the stairs to be renovated. She was contacted in May stating that the stairs might be under construction during her wedding. This did not give us much time to change plans or venues. When I contacted BSB Construction they informed me that the city had delayed the construction due to a gun show and the stairs would not be done in time. I do understand that the renovation of the stairs is necessary, but I don't feel like we are receiving the full access to the venue that we are paying for. Part of the venue is the atmosphere and appearance of the front access to the auditorium. The view of the construction is not appealing for a wedding venue. The planning and preparation for a wedding is costly and time consuming. I am disappointed that our guest will be arriving in McCook to a historical venue and it will not be what we had anticipated and planned for. I would ask you to consider some sort of reimbursement for the cost of the venue as it is not what we had originally signed a contract for. I appreciate your consideration in this matter.

For a printable form please use this link: Topic for Consideration Form

View any uploaded files by signing in and then proceeding to the link below:
http://www.cityofmccook.com/Admin/FormHistory.aspx?SID=1224

The following form was submitted via your website: TOPIC FOR CONSIDERATION

First Name:: Julie

Last Name:: Carpenter

Street Address:: 72135 Road 401

City:: Bartley

State:: NE

Zip:: 69020

Phone Number:: 3087371281

Email Address:: jcarpenter1966@gmail.com

Date of Request:: 6-11-2021

Description of Requested Topic:
(Please be as specific as possible): My concern is the rental for the auditorium for a wedding on June 19th. When my daughter reserved the building in January it was not under contract for the stairs to be renovated. She was contacted in May stating that the stairs might be under construction during her wedding. This did not give us much time to change plans or venues. When I contacted BSB Construction they informed me that the city had delayed the construction due to a gun show and the stairs would not be done in time. I do understand that the renovation of the stairs is necessary, but I don't feel like we are receiving the full access to the venue that we are paying for. Part of the venue is the atmosphere and appearance of the front access to the auditorium. The view of the construction is not appealing for a wedding venue. The planning and preparation for a wedding is costly and time consuming. I am disappointed that our guest will be arriving in McCook to a historical venue and it will not be what we had anticipated and planned for. I would ask you to consider some sort of reimbursement for the cost of the venue as it is not what we had originally signed a contract for. I appreciate your consideration in this matter.

Additional Information:
Form submitted on: 6/11/2021 9:37:08 AM
Submitted from IP Address: 207.254.197.77
Referrer Page: No Referrer - Direct Link
Form Address: http://www.cityofmccook.com/Forms.aspx?FID=87

CITY MANAGER'S REPORT
JUNE 21, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.D. Follow-up discussion regarding the McCook City Council's prioritization of current general and enterprise fund needs and potential general fund projects.

BACKGROUND:

This agenda item is a follow-up from the May 17, 2020 and June 7, 2021 McCook City Council meetings. Continued discussion will help the prioritization process, especially with budget season just around the corner.

APPROVALS:

Lea Ann Doak, City Clerk — June 16, 2021

Nate Schneider, City Manager — June 16, 2021

CITY MANAGER'S REPORT
JUNE 21, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.E.

Determine a date for a community meeting regarding a potential swimming pool project, said community meeting to be led by Kyle McCawley of Lamp Rynearson.

BACKGROUND:

The planning process for a potential McCook swimming pool project is underway. An initial planning meeting between Kyle McCawley and the McCook Pool Committee was held on June 7, 2021. At that meeting, the attendees had an opportunity to discuss various items related to a potential pool project, including: potential amenities, preferred locations, groups impacted by a potential project, and other related items. The McCook Pool Committee is scheduled to meet again on June 29th. A time will be determined by the group and the meeting will be advertised. Mr. McCawley will be present via Zoom. Members of the public are welcome to attend.

Mr. McCawley has recommended to staff that a community meeting should be scheduled in the near future. A community meeting would foster an environment whereby ideas can be expressed and exchanged in a public forum. Mr. McCawley would serve as the discussion leader.

Due to scheduling conflicts, the most realistic time to hold a community meeting would be toward the end of July or the beginning of August.

APPROVALS:

Lea Ann Doak, City Clerk — June 16, 2021

Nate Schneider, City Manager — June 16, 2021

CITY MANAGER'S REPORT
JUNE 21, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.F.

Approve the use of ACE funds in the amount of $10,000 to assist with the Norris Alley Project.

BACKGROUND:

A request has been made by the Norris Institute to the City of McCook to authorize $10,000 of ACE Funds to be used in funding the Norris Alley Project. Currently, the City of McCook has a balance of $45,817.43 of ACE Funds, which does not include an outstanding obligation owed to the McCook Chamber of Commerce for the FY 20/21 contract in the amount of $4,882.20, making the actual amount of ACE funds available $40,935.23. Traditionally, these funds have been used for City of McCook improvements, although the City of McCook recently contributed $25,000 of ACE Funds to the Rural Workforce Housing Fund. At the June 7, 2021 meeting, Norris Institute members, Mark Graff and Andy Long, presented the Norris Institute's request. It was stated that the Peter Kiewit Foundation will pledge $50,000 to the project, conditioned on the collection of matching dollars at the local level. The McCook City Council asked staff to bring the item back as an action item.

APPROVALS:

Lea Ann Doak, City Clerk — June 16, 2021

Nate Schneider, City Manager — June 16, 2021

CITY MANAGER'S REPORT
JUNE 21, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.G.

Discuss setting an initial organizational/training meeting date for the creation of a regional land bank.

BACKGROUND:

At the June 7, 2021 McCook City Council meeting, Nathaniel Mustion (McCook City Attorney) detailed his efforts regarding the creation of a regional land bank. Mr. Mustion detailed the high level of interest from other communities that would like to join McCook in creating a regional land bank. During the presentation, Mr. Mustion mentioned that assistance from individuals experienced with organizing a land bank would be extremely beneficial. Specifically, Mr. Mustion referenced the possibility of having Michelle Coolidge, Twin Cities community development director and coordinator of Western Nebraska Economic Development Corporation, provide a presentation that would focus on the steps necessary to establish a regional land bank.

Mr. Mustion has contacted Ms. Coolidge and July 15th at 6:30 would work to hold a regional land bank meeting. The City of McCook would invite those communities that have expressed an interest in creating a regional land bank to attend.

APPROVALS:

Lea Ann Doak — June 16, 2021
Lea Ann Doak, City Clerk

June 16, 2021
Nate Schneider, City Manager

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **3.H.**

Introduce and approve on first reading Ordinance No. 2021-3017 providing for the amendment of Sections 90.33 and 90.99, as they pertain to Chapter 90 - Animals, of the City of McCook Code of Ordinances.

BACKGROUND:

When the City amended its dog ordinances the numbering/lettering was incorrect. This proposed ordinance corrects the errors. Nothing material is changed in the amendment. Redlined copies of the two sections indicating the amendments are attached for your reference.

FISCAL IMPACT: None.

APPROVALS:

Nate Mustion (Tel)
Nathaniel Mustion, City Attorney — June 16, 2021

Lea Ann Doak
Lea Ann Doak, City Clerk — June 16, 2021

Nathan A. Schneider, City Manager — June 16, 2021

ORDINANCE NO. 2021-3017

AN ORDINANCE AMENDING SECTIONS 90.33 AND 90.99, AS THEY PERTAIN TO CHAPTER 90 - ANIMALS, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

SECTION 1 That Chapter 90 - Animals of the City of McCook Code of Ordinances, Section 90.33 - Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined; shall be amended to read as follows:

§ 90.33 DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED; TERMS, DEFINED.

(A) It shall be unlawful for anyone within the city limits to own, keep or harbor a dangerous dog and/or hybrid animal.

(B) It shall be unlawful for anyone within the city limits to own, keep or harbor a potentially dangerous dog and/or hybrid animal.

(C) For purposes of this section, the following definitions shall apply:

DANGEROUS DOG AND/OR HYBRID ANIMAL.

(a) A dog and/or hybrid animal that, according to the records of the police department:

1. Has killed a human being;

2. Has inflicted injury on a human being resulting in a puncture wound and/or an injury that requires medical treatment;

3. Has killed a domestic animal without provocation; or

4. Has been previously determined to be a potentially dangerous dog by a court order, the owner has received notice of such determination, and the dog and/or hybrid animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals.

(b) 1. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)2. of this section, if the individual was tormenting, abusing, or assaulting the dog and/or hybrid animal at the time of the injury or has, in the past, tormented, abused, or assaulted the dog and/or hybrid animal.

2. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)4. of this section, if the

injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass as defined by Nebraska statute, was committing any other tort upon the property of the owner of the dog and/or hybrid animal, was tormenting, abusing, or assaulting the dog and/or hybrid animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog and/or hybrid animal, or was committing or attempting to commit a crime.

3. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (B) of this section if the dog and/or hybrid animal is a police animal as defined by Nebraska statute.

DOMESTIC ANIMAL. A cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

MEDICAL TREATMENT. Treatment administered by a physician or other licensed health care professional that results in sutures or surgery or treatment for one or more broken bones;

OWNER. Any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog and/or hybrid animal

POTENTIALLY DANGEROUS DOG AND/OR HYBRID ANIMAL.

(a) Any dog and/or hybrid animal that when unprovoked:

1. Inflicts an injury on a human being that is not a puncture wound and does not require medical treatment;

2. Injures a domestic animal; or

3. Chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific dog and/or hybrid animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.
(Neb. RS 54-617) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020; Ord. 2020-3009, passed 6-15-2020) Penalty, see § 90.99

SECTION 2. That Chapter 90 - Animals of the City of McCook Code of Ordinances, Section 90.99 - Penalty, shall be amended to read as follows:

§ 90.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person who violates § 90.23 and the dog and/or hybrid animal has been determined to be dangerous shall be deemed to be guilty of a misdemeanor. The penalty for such violation shall be in the amount of $750. A person who violates § 90.23 and the dog and/or hybrid animal has been

determined to be a potentially dangerous dog and/or hybrid animal, shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in the amount of $500.

(C) Any person who violates § 90.23 and the dog and/or hybrid animal has not been determined to be dangerous or potentially dangerous shall be deemed to be guilty of misdemeanor. The penalty for such violation shall be in an amount of $50 for the first, second, and third offenses; and $100 for a fourth and all subsequent offenses.

(D) Any person who violates § 90.33(A) ***DANGEROUS DOG AND/OR HYBRID ANIMAL*** shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in an amount not less than $750 nor more than $1,250; provided that where licenses are due the city, the court shall order such license secured and sums paid in addition to the fine fixed by the court. Any person who violates § 90.33(B) ***POTENTIALLY DANGEROUS DOG AND/OR HYBRID ANIMAL*** shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in an amount not less than $500 nor more than $750.

(E) Any person who violates § 90.31 shall be guilty of a misdemeanor. The penalty for such violation shall be $20 for the first offense and $50 for each subsequent offense.
(Neb. RS 16-236) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020)

SECTION 3. Any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2021.

_____
Michael D. Gonzales, Mayor

ATTEST:

_____
Lea Ann Doak, City Clerk

Publish:

§ 90.33 DANGEROUS DOGS AND/OR HYBRID ANIMALS; TERMS, DEFINED.

(A) It shall be unlawful for anyone within the city limits to own, keep or harbor a dangerous dog and/or hybrid animal.

(B) It shall be unlawful for anyone within the city limits to own, keep or harbor ~~and/or~~ a potentially dangerous dog and/or hybrid animal.

(~~B~~C) For purposes of this section, the following definitions shall apply:

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(a) A dog and/or hybrid animal that, according to the records of the police department:

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2. Has inflicted injury on a human being resulting in a puncture wound and/or an injury that requires medical treatment;

3. Has killed a domestic animal without provocation; or

4. Has been previously determined to be a potentially dangerous dog by a court order, the owner has received notice of such determination, and the dog and/or hybrid animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals.

(b) 1. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)2. of this section, if the individual was tormenting, abusing, or assaulting the dog and/or hybrid animal at the time of the injury or has, in the past, tormented, abused, or assaulted the dog and/or hybrid animal.

2. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)4. of this section, if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass as defined by Nebraska statute, was committing any other tort upon the property of the owner of the dog and/or hybrid animal, was tormenting, abusing, or assaulting the dog and/or hybrid animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog and/or hybrid animal, or was committing or attempting to commit a crime.

3. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (B) of this section if the dog and/or hybrid animal is a police animal as defined by Nebraska statute.

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MEDICAL TREATMENT. Treatment administered by a physician or other licensed health care professional that results in sutures or surgery or treatment for one or more broken bones;

OWNER. Any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog and/or hybrid animal

POTENTIALLY DANGEROUS DOG AND/OR HYBRID ANIMAL.

(a) Any dog and/or hybrid animal that when unprovoked:

1. Inflicts an injury on a human being that is not a puncture wound and does not require medical treatment;

2. Injures a domestic animal; or

3. Chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific dog and/or hybrid animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(Neb. RS 54-617) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020; Ord. 2020-3009, passed 6-15-2020) Penalty, see § 90.99

§ 90.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person who violates § 90.23 and the dog and/or hybrid animal has been determined to be dangerous shall be deemed to be guilty of a misdemeanor. The penalty for such violation shall be in the amount of $750. A person who violates § 90.23 and the dog and/or hybrid animal has been determined to be a potentially dangerous dog and/or hybrid animal, shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in the amount of $500.

(C) Any person who violates § 90.23 and the dog and/or hybrid animal has not been determined to be dangerous or potentially dangerous shall be deemed to be guilty of misdemeanor. The penalty for such violation shall be in an amount of $50 for the first, second, and third offenses; and $100 for a fourth and all subsequent offenses.

(D) Any person who violates § 90.33(A) DANGEROUS DOG AND/OR HYBRID ANIMAL shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in an amount not less than $750 nor more than $1,250; provided that where licenses are due the city, the court shall order such license secured and sums paid in addition to the fine fixed by the court. Any person who violates § 90.33(~~C~~B) POTENTIALLY DANGEROUS DOG AND/OR HYBRID ANIMAL shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in an amount not less than $500 nor more than $750.

(E) Any person who violates § 90.31 shall be guilty of a misdemeanor. The penalty for such violation shall be $20 for the first offense and $50 for each subsequent offense.

(Neb. RS 16-236) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020)

CITY MANAGER'S REPORT
JUNE 21, 2021 CITY COUNCIL MEETING

ITEM: **3.I.**

Review and approve form to be used and establish rating system for the annual evaluation of City Manager Schneider.

BACKGROUND:

This item is brought forward at the request of Mayor Gonzales to being the annual evaluation process of City Manager Schneider.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk

June 16, 2021

City of McCook

City Manager's Performance Evaluation

Date: 2021

Monitoring the performance of the organization and the City Manager are a continual process for the City Council. This is punctuated by the annual performance appraisal.

The following instrument allows each member of the City Council an opportunity to the City Manager based on the following Job Dimensions:

- Staff Effectiveness
- Policy Facilitation
- Service Delivery Management
- Strategic Leadership
- Democratic Responsiveness
- Organizational Planning and Management
- Communication
- Integrity
- Interpersonal Characteristics and Skills
- Organizational Values
- Personal Development
- Self-Mastery

On each job dimension you are provided the opportunity to rate the relative importance of the dimension from your individual perspective, as well as the performance of the City Manager. Narrative comments are welcomed to provide specific examples, or additional feedback to the City Manger.

The combined feedback from this multi-rater form and the city Manager's self-evaluation will provide a framework for discussion during the annual performance evaluation meeting.

Rating Scale

1= Does Not Meet Expectations	1
3= Meets Expectations	3
5= Exceeds Expectations	5
UR= Unable to rate	7
	10

n in comments

Job Dimension: Staff Effectiveness

1 Staff is professional and high quality performers: providing reports and services that are timely and complete and contain sound recommendations.

1 2 3 4 5 6 7 8 9 10

2 Demonstrates a commitment to deal with non-performers and hold the organization accountable for results.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Policy Facilitation

1 Presents policy related information completely and accurately.

1 2 3 4 5 6 7 8 9 10

2 Respects the role of the elected officials in making policy decisions.

1 2 3 4 5 6 7 8 9 10

3 Ensures that policy decisions and intiatives are implemented.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Service Delivery Management

1 Ensures prompt, courteous and accurate responses to request from citizens either directly or through the Governing Body.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Strategic Leadership

1 Anticipates and positions the organization to address and responds to anticipated events and circumstances.

1 2 3 4 5 6 7 8 9 10

2 Accepts responsibility for undesirable results.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Democratic Responsiveness

1 Demonstrates and appreciation for the unique culture of the community.

1 2 3 4 5 6 7 8 9 10

2 Respects and promotes active citizen participation in local governance.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Organizational planning and Management

1 Prepares clear, effective, understandable budget.

1 2 3 4 5 6 7 8 9 10

2 Manages the allocation of financial resources.

1 2 3 4 5 6 7 8 9 10

3 Provides accurate assessment of the fiscal conditions of the community.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Communication

1 Demonstrates a capacity for effective written and oral communications.

1 2 3 4 5 6 7 8 9 10

2 Conveys information effectively and matches presentations styles to different audiences.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: integrity

1 Fosters ethical behaviors.

1 2 3 4 5 6 7 8 9 10

2 Demonstrates integrity in professional relationships.

1 2 3 4 5 6 7 8 9 10

3 Demonstrates accountability for personal actions.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: interpersonal Characteristics and Skills

1 Demonstrates the ability to work in harmony with others, minimizing conflict, fostering good will within the organization, in external relationships, with the public and other governmental representatives and interest groups.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Organizational Values

1 Demonstrates and model the organizations values, mission statement, goals and objectives.

1 2 3 4 5 6 7 8 9 10

2 S/he "Walks the Talk!"

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Personal Development

1 Demonstrates a commitment to ongoing personal professional development through continued education and training.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____

Job Dimension: Self Mastery

1 Demonstrates adaptability and capability for coping with stress.

1 2 3 4 5 6 7 8 9 10

2 Respects the views of others and accepts feedback.

1 2 3 4 5 6 7 8 9 10

3 Is able to control and manage emotions in conflicts and interactions.

1 2 3 4 5 6 7 8 9 10

Comments:_____

_____