

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Monday, December 6, 2021  
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
  - A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held October 25, 2021.
    1. Adjourn the Public Hearing.
  - B. Receive and file the minutes of the July 26, 2021 Economic Development Plan Citizen's Advisory Review Committee meeting.
3. Consent Agenda.
  - A. Approve the minutes of the November 15, 2021 regular City Council meeting.
  - B. Adopt Resolution No. 2021-26 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2021.
  - C. Receive and file the Agreement for Street Superintendent Services between the City of McCook and Greg A. Wolford, Class A License S-875 for the 2022 calendar year.
  - D. Receive and file and authorize the Mayor to sign the Annual Certification Form confirming that funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.
  - E. Receive and file the minutes of the September 2021 Library Advisory Board meeting.
  - F. Receive and reject all bids for a new pickup at McCook Ben Nelson Regional Airport.
  - G. Approve and ratify the Airport Rescue Grant Offer for McCook Ben Nelson Regional Airport.
4. Regular Agenda.
  - A. Discussion regarding the use of the McCook City Auditorium for pickleball.

- B. Requested discussion from Rosanne Olson and Cheryl Bridgmon related to their denied property damage claims from the City's insurance carrier.
- C. Discussion regarding changes to the City of McCook's Chapter 38: Fee Schedule, Appendix M: Building Regulation and Zoning Applicant Fees.
- D. Consider Ordinance No. 2021-3032 amending Chapter 150: Building Codes and Regulations, Section 150.402 - Persons Exempt from License Requirement, of the City of McCook, Nebraska, Code of Ordinances.
  - 1. Chairperson asks Clerk to read Ordinance No. 2021-3032 by title.
  - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
  - 3. Final passage of Ordinance No. 2021-3032.
  - 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
- E. Update regarding the City of McCook's entry sign project.
- F. Discussion regarding proposed ordinances incorporating the Southwest Nebraska Land Bank into the city's nuisance abatement program and setting forth procedures to appoint City representatives to Southwest Nebraska Land Bank boards.
- G. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 CITY COUNCIL MEETING**

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ITEM: 2.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held October 25, 2021.

ITEM: 2.B. Receive and file the minutes of the July 26, 2021 Economic Development Plan Citizen's Advisory Review Committee meeting.

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**BACKGROUND:**

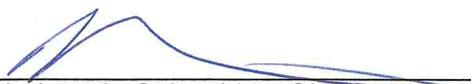
Quarter Economic Development Plan Citizen's Advisory Review Committee meetings were held on July 26, 2021 and October 25, 2021. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 1, 2021

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 1, 2021

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on December 6, 2021 at 5:30 p.m. in the City Council Chambers of the McCook Municipal Center concerning the findings and suggestions of the LB840 Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook. Individuals requiring physical or sensory accommodations including interpreter services, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak,  
City Clerk-Treasurer

Publish: November 16, 2021

**EXHIBIT #2**

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**AGENDA**

**ECONOMIC DEVELOPMENT PLAN  
CITIZEN'S ADVISORY REVIEW COMMITTEE**

**QUARTERLY MEETING**

**MONDAY OCTOBER 25, 2021**

**12:00 P.M.**

**AT THE HERITAGE SENIOR CENTER CONFERENCE ROOM**

**CALL TO ORDER**

\*A Copy of the Open Meetings Act is posted and available for public review in the meeting room at the Keystone conference room.

- ITEM NO. 1**      Review and approve minutes of July 26, 2021 meeting
- ITEM NO. 2**      Review LB840 Economic Development Program quarterly reports
- ITEM NO. 3**      Update of Revenues Collected to Date
- ITEM NO. 4**      Economic Development Director Report
- ITEM NO. 5**      Open discussion
- ITEM NO. 6**      Next meeting date:    January 24, 2022
- ITEM NO. 7**      Adjournment

**EXHIBIT #3**

**PAGE(S) - 12**

**McCook Growth Fund (LB840) PROGRAM BALANCES (MEDC format)**

Program Year 10/01/20 - 9/30/21

**Balances as of 9/30/2021**

	<b>Beginning</b>	<b>YTD</b>	<b>YTD</b>	<b>Ending</b>	<b>Program</b>
	<b>Cash on Hand</b>	<b>Receipts</b>	<b>Expenditures</b>	<b>Balance</b>	<b>Total</b>
<b>Loan &amp; Grant Program</b>	\$ 526,409.61	\$ 302,499.04	\$ 343,300.35	\$ 485,608.30	
Loan Repayments		\$ 131,872.65	\$ -	\$ 131,872.65	
Legal			\$ -	\$ -	
Publishing			\$ 59.60	\$ (59.60)	
Miscellaneous		\$ -	\$ 15.20	\$ (15.20)	
Interest		\$ 787.56		\$ 787.56	
<b>TOTAL</b>					\$ 618,193.71
 <b>Ending Balance</b>					 <b><u>\$ 618,193.71</u></b>
 MEDC Administration	\$ -	\$ 133,284.00	\$ 133,284.00	\$ -	

**McCook Growth Fund (LB840) AVAILABLE FUNDS**

Program Year 10/01/20 - 9/30/21

**Balances as 9/30/2021**

	<b>Program Balance</b>	<b>Funds Allocated</b>	<b>Project Commitments</b>	<b>Available</b>
<b>Loan, Grants and Projects</b>	\$ 618,193.71			
<b>Housing</b>				
Innovative Housing Fund Grant Match		\$ 20,000.00		
Rez Housing		\$140,000.00		
Housing Study		\$18,000.00		
<b>Early Childhood Education</b>				
New Provider Scholarship/Startup Funds		\$12,800		
<b>Business Assistance</b>				
Digital Façade Program		\$1,501		
<b>Total Reserved and Committed</b>		<u>\$ 192,301.15</u>	\$ -	
<b>Total Funds Available</b>				<u><u>\$ 425,892.56</u></u>



McCook Growth Fund (LB840) Loan Status Report

09/30/2021

Current Loans	Loan Amount (a)	Late Payment Fees (b)	Interest Rate	Loan Term (Years)	Date Loan Made	Interest Earned (c)	Payments Made (d)	Loan Balance Remaining (a+b+c-d)	Loan Status
J and A Mullen, LLC	\$ 56,500.00	\$ -	3%	10	4/30/2020	\$ 2,142.09	\$ 8,729.76	\$ 49,912.33	Current
Early Morning Cackle, LLC	\$ 55,700.00	\$ 180.00	3%	10	3/1/2020	\$ 2,415.91	\$ 9,433.39	\$ 48,862.52	Current
Straight Align, LLC	\$ 50,000.00		3%	10	11/1/2019	\$ 2,644.72	\$ 11,104.40	\$ 41,540.32	Current
C5, LLC (Laundromat)	\$ 50,000.00		3%	10	2/1/2019	\$2,540.83	\$ 40,500.00	\$ 12,040.83	Current
Bailey Kool dba Head 2 Toe Spa	\$ 10,000.00		3%	5	5/1/2018	\$665.13	\$ 7,309.16	\$ 3,355.97	Current
American Agricultural Laboratory	\$ 75,000.00		2%	10	2/5/2017	\$5,505.07	\$ 38,645.64	\$ 41,859.43	Current
MEDC North Pointe Phase I TIF Bond	\$ 208,000.00		0%	22	4/2/2015	\$0.00	\$ 99,552.11	\$ 108,447.89	Current
Clary Village Equity (Non-Recourse Loan - to be paid from residual cash flow)	\$ 120,000.00		4%	15	3/16/2015	\$28,309.06	\$ 25,165.26	\$ 123,143.80	Current
MEDC Clary Village TIF	\$ 178,622.92		0%	17	3/16/2015	\$0.00	\$ 67,087.14	\$ 111,535.78	Current
East Ward Village (Non-Recourse Loan - to be paid from residual cash flow)	\$ 105,000.00		2%	15	7/11/2012	\$13,390.53	\$ 65,566.58	\$ 52,823.95	Current
Totals	\$ 908,822.92	\$ 180.00				\$57,613.34	\$373,093.44	\$ 593,522.82	

CITY OF MCCOOK  
 LB840  
 RECEIPT REGISTER  
 10/01/2020 - 09/30/2021

	Total Receipt	MV Sales Tax	Receipt Breakdown	
			Loan/Grant Prog	MEDC Adm
10/21/20 Nebr Dept of Rev	\$ 33,429.71		\$ 22,322.71	\$ 11,107.00
11/20/20 Nebr Dept of Rev	\$ 33,480.32		\$ 22,373.32	\$ 11,107.00
12/21/20 Nebr Dept of Rev	\$ 33,640.18		\$ 22,533.18	\$ 11,107.00
10/21/20 MV - Nebr Dept of Rev	\$ 3,713.40	\$ 3,713.40		
11/20/20 MV - Nebr Dept of Rev	\$ 4,784.26	\$ 4,784.26		
12/21/20 MV - Nebr Dept of Rev	\$ 3,279.19	\$ 3,279.19		
10/31/20 Interest	\$ 91.34	\$ 78.80	\$ 12.54	
11/30/20 Interest	\$ 97.74	\$ -	\$ 97.74	
12/31/20 Interest	\$ 101.39	\$ -	\$ 101.39	
10/16/20 Clary - Loan Repayment	\$ 2,953.03		\$ 2,953.03	
10/12/20 C5 LLC - Loan Repay	\$ 500.00		\$ 500.00	
10/12/20 Powell - Loan Repay	\$ 411.07		\$ 411.07	
10/12/20 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
10/12/20 Kool - Loan Repay	\$ 180.00		\$ 180.00	
10/12/20 Repass - Loan Repay	\$ 500.00		\$ 500.00	
10/12/20 Mullen - Loan Repay	\$ 545.61		\$ 545.61	
10/12/20 EMC - Loan Repay	\$ 568.02		\$ 568.02	
10/12/20 Str Align - Loan Repay	\$ 482.80		\$ 482.80	
11/10/20 C5 LLC - Loan Repay	\$ 500.00		\$ 500.00	
11/10/20 Str Align - Loan Repay	\$ 482.80		\$ 482.80	
11/10/20 Powell - Loan Repay	\$ 411.07		\$ 411.07	
11/10/20 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
11/10/20 Kool - Loan Repay	\$ 180.00		\$ 180.00	
11/10/20 Mullen - Loan Repay	\$ 546.21		\$ 546.21	
11/10/20 EMC - Loan Repay	\$ 538.42		\$ 538.42	
12/14/20 Kool - Loan Repay	\$ 200.00		\$ 200.00	
12/14/20 Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/14/20 C5 LLC - Loan Repay	\$ 1,000.00		\$ 1,000.00	
12/14/20 Str Align - Loan Repay	\$ 482.80		\$ 482.80	
12/14/20 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
12/14/20 Powell - Loan Repay	\$ 411.07		\$ 411.07	
12/14/20 Mullen - Loan Repay	\$ 545.61		\$ 545.61	
12/14/20 EMC - Loan Repay	\$ 538.42		\$ 538.42	
12/24/20 C5 LLC - Loan Repay	\$ 1,000.00		\$ 1,000.00	
12/24/20 Repass - Loan Repay	\$ 500.00		\$ 500.00	
01/21/21 Nebr Dept of Rev	\$ 32,396.26		\$ 21,289.26	\$ 11,107.00
02/19/21 Nebr Dept of Rev	\$ 32,625.00		\$ 21,518.00	\$ 11,107.00
03/19/21 Nebr Dept of Rev	\$ 42,898.17		\$ 31,791.17	\$ 11,107.00
01/21/21 MV - Nebr Dept of Rev	\$ 2,802.04	\$ 2,802.04		
02/19/21 MV - Nebr Dept of Rev	\$ 3,323.02	\$ 3,323.02		
03/19/21 MV - Nebr Dept of Rev	\$ 3,125.56	\$ 3,125.56		
01/31/21 Interest	\$ 98.22	\$ 86.56	\$ 11.66	
02/28/21 Interest	\$ 98.78		\$ 98.78	
03/31/21 Interest	\$ 122.05		\$ 122.05	
01/15/21 Meissner - Loan Repay	\$ 200.00		\$ 200.00	
01/15/21 Powell - Loan Repay	\$ 411.07		\$ 411.07	
01/15/21 Mullen - Loan Repay	\$ 545.61		\$ 545.61	

01/15/21 Str Align - Loan Repay	\$	482.80		\$	482.80	
01/15/21 American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
01/20/21 East Ward Village - Loan Repay	\$	8,180.00		\$	8,180.00	
01/22/21 EMC - Loan Repay	\$	538.42		\$	538.42	
02/08/21 Powell - Loan Repay	\$	411.07		\$	411.07	
02/08/21 Mullen - Loan Repay	\$	545.61		\$	545.61	
02/08/21 Repass - Loan Repay	\$	500.00		\$	500.00	
02/08/21 C5 LLC - Loan Repay	\$	1,500.00		\$	1,500.00	
02/08/21 Str Align - Loan Repay	\$	482.80		\$	482.80	
02/08/21 American Ag Lab - Loan Repay	\$	690.11		\$	690.11	
02/16/21 Kool - Loan Repay	\$	200.00		\$	200.00	
02/16/21 EMC - Loan Repay	\$	538.42		\$	538.42	
03/19/21 Kool - Loan Repay	\$	200.00		\$	200.00	
03/19/21 Powell - Loan Repay	\$	411.07		\$	411.07	
03/19/21 Repass - Loan Repay	\$	500.00		\$	500.00	
03/19/21 Mullen - Loan Repay	\$	545.61		\$	545.61	
03/19/21 C5 LLC - Loan Repay	\$	1,000.00		\$	1,000.00	
03/19/21 EMC - Loan Repay	\$	568.42		\$	568.42	
03/19/21 Str Align - Loan Repay	\$	482.80		\$	482.80	
03/19/21 American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
04/30/21 Nebr Dept of Rev	\$	30,059.02		\$	18,952.02	\$ 11,107.00
05/31/21 Nebr Dept of Rev	\$	40,412.12		\$	29,305.12	\$ 11,107.00
06/30/21 Nebr Dept of Rev	\$	37,838.19		\$	26,731.19	\$ 11,107.00
04/30/21 MV - Nebr Dept of Rev	\$	3,572.60	\$ 3,572.60			
05/31/21 MV - Nebr Dept of Rev	\$	4,403.15	\$ 4,403.15			
06/30/21 MV - Nebr Dept of Rev	\$	6,183.26	\$ 6,183.26			
04/30/21 Interest	\$	112.04	\$ 101.05	\$	10.99	
05/31/21 Interest	\$	95.14		\$	95.14	
06/30/21 Interest	\$	105.47		\$	105.47	
04/12/21 Kool - Loan Repay	\$	180.00		\$	180.00	
04/12/21 Powell - Loan Repay	\$	411.07		\$	411.07	
04/12/21 Repass - Loan Repay	\$	500.00		\$	500.00	
04/12/21 Mullen - Loan Repay	\$	545.61		\$	545.61	
04/12/21 C5 LLC - Loan Repay	\$	1,000.00		\$	1,000.00	
04/12/21 Str Align - Loan Repay	\$	482.80		\$	482.80	
04/12/21 American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
05/10/21 Repass - Loan Repay	\$	500.00		\$	500.00	
05/10/21 Mullen - Loan Repay	\$	545.61		\$	545.61	
05/10/21 Powell - Loan Repay	\$	27,963.20		\$	27,963.20	
05/10/21 Str Align - Loan Repay	\$	482.80		\$	482.80	
05/10/21 EMC - Loan Repay	\$	1,006.84		\$	1,006.84	
05/10/21 American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
06/04/21 Clary - Loan Repayment	\$	4,534.21		\$	4,534.21	
06/04/21 N. Pointe - Loan Repayment	\$	17,998.55		\$	17,998.55	
06/23/21 Clary - Loan Repayment	\$	2,465.79		\$	2,465.79	
06/23/21 Repass - Loan Repay	\$	500.00		\$	500.00	
06/23/21 C5 LLC - Loan Repay	\$	500.00		\$	500.00	
06/23/21 Str Align - Loan Repay	\$	482.80		\$	482.80	
06/23/21 Mullen - Loan Repay	\$	545.61		\$	545.61	
06/23/21 Kool - Loan Repay	\$	360.00		\$	360.00	
06/23/21 American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
06/25/21 EMC - Loan Repay	\$	1,206.89		\$	1,206.89	
07/21/21 Nebr Dept of Rev	\$	38,522.21		\$	27,415.21	\$ 11,107.00
08/23/21 Nebr Dept of Rev	\$	38,291.93		\$	27,184.93	\$ 11,107.00
09/21/21 Nebr Dept of Rev	\$	42,189.93		\$	31,082.93	\$ 11,107.00
07/21/21 MV - Nebr Dept of Rev	\$	4,780.80	\$ 4,780.80			

08/23/21 MV - Nebr Dept of Rev	\$	4,898.41	\$	4,898.41		
09/21/21 MV - Nebr Dept of Rev	\$	3,894.30	\$	3,894.30		
07/31/21 Interest	\$	82.78	\$	66.16	\$	16.62
08/31/21 Interest	\$	115.18			\$	115.18
07/16/21 C5 LLC - Loan Repay	\$	500.00			\$	500.00
07/16/21 Repass - Loan Repay	\$	500.00			\$	500.00
07/16/21 Mullen - Loan Repay	\$	545.61			\$	545.61
07/16/21 Kool - Loan Repay	\$	200.00			\$	200.00
07/16/21 Str Align - Loan Repay	\$	482.80			\$	482.80
07/16/21 American Ag Lab - Loan Repay	\$	690.10			\$	690.10
08/19/21 Repass - Loan Repay	\$	500.00			\$	500.00
08/19/21 Mullen - Loan Repay	\$	545.61			\$	545.61
08/19/21 C5 LLC - Loan Repay	\$	2,000.00			\$	2,000.00
08/19/21 Str Align - Loan Repay	\$	482.80			\$	482.80
08/19/21 American Ag Lab - Loan Repay	\$	690.10			\$	690.10
09/01/21 Kool - Loan Repay	\$	179.69			\$	179.69
09/01/21 Kool - Loan Repay	\$	179.69			\$	179.69
09/27/21 Clary - Loan Repayment	\$	4,076.49			\$	4,076.49
09/27/21 N. Pointe - Loan Repayment	\$	15,731.09			\$	15,731.09
09/27/21 Repass - Loan Repay	\$	500.00			\$	500.00
09/27/21 C5 LLC - Loan Repay	\$	500.00			\$	500.00
09/27/21 Mullen - Loan Repay	\$	545.61			\$	545.61
09/27/21 EMC - Loan Repay	\$	1,206.84			\$	1,206.84
09/28/21 Str Align - Loan Repay	\$	482.80			\$	482.80
09/28/21 American Ag Lab - Loan Repay	\$	690.10			\$	690.10
	\$	617,535.81	\$	49,092.56	\$	435,159.25
					\$	133,284.00
					\$	617,535.81

CITY OF MCCOOK  
 LB840 FUND  
 CHECK REGISTER  
 10/01/2020 - 09/30/2021

PAYEE	DESCRIPTION	ACCT. NO.	DATE	CK NO.	AMOUNT
McCook Economic Development	Administration	45 068 54885	10/14/2020	1335	\$ 11,107.00
McCook Economic Development	Infant Incentives	45 068 54465	10/21/2020	1336	\$ 750.00
McCook Economic Development	Infant Incentives	45 068 54465	10/21/2020	1337	\$ 2,750.00
McCook Economic Development	Administration	45 068 54885	11/30/2020	1338	\$ 11,107.00
McCook Economic Development	Administration	45 068 54885	12/16/2020	1339	\$ 11,107.00
McCook Economic Development	Infant Incentives	45 068 54465	12/16/2020	1340	\$ 2,750.00
McCook Economic Development	Infant Incentives	45 068 54465	12/31/2020	1341	\$ 2,500.00
McCook Economic Development				1342	VOID
				1343	VOID
McCook Economic Development	Administration	45 068 54885	1/13/2021	1344	\$ 11,107.00
McCook Economic Development	Infant Incentives	45 068 54465	1/20/2021	1345	\$ 2,750.00
McCook Economic Development	Administration	45 068 54885	2/10/2021	1346	\$ 11,107.00
McCook Gazette	Publishing	45 068 54020	2/10/2021	1347	\$ 15.20
McCook Economic Development	MCC Hormel Competiion	45 068 54465	3/17/2021	1348	\$ 5,000.00
McCook Economic Development	SWNCBC D/C Assistance Pr	45 068 54465	3/17/2021	1349	\$ 5,000.00
				1350	VOID
McCook Economic Development	Administration	45 068 54885	3/24/2021	1351	\$ 11,107.00
McCook Economic Development	Retail Strategies	45 068 54465	3/31/2021	1352	\$ 30,000.00
McCook Economic Development	Administration	45 068 54885	4/14/2021	1353	\$ 11,107.00
McCook Economic Development	Purchase Land - N Pointe	45 068 54465	5/5/2021	1354	\$ 150,532.25
McCook Economic Development	Administration	45 068 54885	5/19/2021	1355	\$ 11,107.00
McCook Gazette	Publishing	45 068 54020	5/19/2021	1356	\$ 31.20
McCook Economic Development	Downpayment-Seminole/Park	45 068 54465	6/9/2021	1357	\$ 70,000.00
McCook Economic Development	Rural Workforce Housing	45 068 54465	6/9/2021	1358	\$ 54,300.00
McCook Economic Development	Administration	45 068 54885	6/16/2021	1359	\$ 11,107.00
McCook Economic Development	Administration	45 068 54885	7/14/2021	1360	\$ 11,107.00
McCook Economic Development	Infant Incentives	45 068 54465	7/14/2021	1361	\$ 2,000.00
McCook Economic Development	Façade Improvement	45 068 54465	7/14/2021	1362	\$ 2,038.00
McCook Economic Development	Infant Incentives	45 068 54465	7/21/2021	1363	\$ 2,250.00
McCook Economic Development	Administration	45 068 54885	8/11/2021	1364	\$ 11,107.00
McCook Economic Development	Closing Costs-Seminole/P	45 068 54465	8/11/2021	1365	\$ 719.25
McCook Economic Development	Infant Incentives	45 068 54465	8/11/2021	1366	\$ 500.00
McCook Gazette	Publishing	45 068 54020	8/11/2021	1367	\$ 28.40
McCook Economic Development	Infant Incentives	45 068 54020	8/25/2021	1368	\$ 2,500.00
McCook Economic Development	Digital Façade Program	45 068 54020	9/9/2021	1369	\$ 6,960.85
McCook Economic Development	Administration	45 068 54996	9/9/2021	1370	\$ 11,107.00
TOTAL					<u>\$ 476,659.15</u>
TOTAL BY PROGRAM					
	Publishing	45 068 54020			\$ 46.40
	Legal	45 068 54030			\$ -
	LB840 Loan/Grant/Programs	45 068 54465			\$ 326,332.25
	LB840 Street Sales Tax Res	45 068 54835			\$ -
	LB840 MEDC Administration	45 068 54885			\$ 99,963.00
TOTAL					<u>\$ 426,341.65</u>

CITY OF MCCOOK  
 LB840 FUND  
 CHECK REGISTER  
 10/01/2020 - 09/30/2021

PAYEE	DESCRIPTION	ACCT. NO.	DATE	CK NO.	AMOUNT
McCook Economic Development	Administration	45 068 54885	10/14/2020	1335	\$ 11,107.00
McCook Economic Development	Infant Incentives	45 068 54465	10/21/2020	1336	\$ 750.00
McCook Economic Development	Infant Incentives	45 068 54465	10/21/2020	1337	\$ 2,750.00
McCook Economic Development	Administration	45 068 54885	11/30/2020	1338	\$ 11,107.00
McCook Economic Development	Administration	45 068 54885	12/16/2020	1339	\$ 11,107.00
McCook Economic Development	Infant Incentives	45 068 54465	12/16/2020	1340	\$ 2,750.00
McCook Economic Development	Infant Incentives	45 068 54465	12/31/2020	1341	\$ 2,500.00
McCook Economic Development				1342	VOID
McCook Economic Development				1343	VOID
McCook Economic Development	Administration	45 068 54885	1/13/2021	1344	\$ 11,107.00
McCook Economic Development	Infant Incentives	45 068 54465	1/20/2021	1345	\$ 2,750.00
McCook Economic Development	Administration	45 068 54885	2/10/2021	1346	\$ 11,107.00
McCook Gazette	Publishing	45 068 54020	2/10/2021	1347	\$ 15.20
McCook Economic Development	MCC Hormel Competiion	45 068 54465	3/17/2021	1348	\$ 5,000.00
McCook Economic Development	SWNCBC D/C Assistance Pr	45 068 54465	3/17/2021	1349	\$ 5,000.00
				1350	VOID
McCook Economic Development	Administration	45 068 54885	3/24/2021	1351	\$ 11,107.00
McCook Economic Development	Retail Strategies	45 068 54465	3/31/2021	1352	\$ 30,000.00
McCook Economic Development	Administration	45 068 54885	4/14/2021	1353	\$ 11,107.00
McCook Economic Development	Purchase Land - N Pointe	45 068 54465	5/5/2021	1354	\$ 150,532.25
McCook Economic Development	Administration	45 068 54885	5/19/2021	1355	\$ 11,107.00
McCook Gazette	Publishing	45 068 54020	5/19/2021	1356	\$ 31.20
McCook Economic Development	Downpayment-Seminole/Park	45 068 54465	6/9/2021	1357	\$ 70,000.00
McCook Economic Development	Rural Workforce Housing	45 068 54465	6/9/2021	1358	\$ 54,300.00
McCook Economic Development	Administration	45 068 54885	6/16/2021	1359	\$ 11,107.00
McCook Economic Development	Administration	45 068 54885	7/14/2021	1360	\$ 11,107.00
McCook Economic Development	Infant Incentives	45 068 54465	7/14/2021	1361	\$ 2,000.00
McCook Economic Development	Façade Improvement	45 068 54465	7/14/2021	1362	\$ 2,038.00
McCook Economic Development	Infant Incentives	45 068 54465	7/21/2021	1363	\$ 2,250.00
McCook Economic Development	Administration	45 068 54885	8/11/2021	1364	\$ 11,107.00
McCook Economic Development	Closing Costs-Seminole/P	45 068 54465	8/11/2021	1365	\$ 719.25
McCook Economic Development	Infant Incentives	45 068 54465	8/11/2021	1366	\$ 500.00
McCook Gazette	Publishing	45 068 54020	8/11/2021	1367	\$ 28.40
McCook Economic Development	Infant Incentives	45 068 54020	8/25/2021	1368	\$ 2,500.00
McCook Economic Development	Digital Façade Program	45 068 54020	9/9/2021	1369	\$ 6,960.85
McCook Economic Development	Administration	45 068 54996	9/9/2021	1370	\$ 11,107.00
<b>TOTAL</b>					<b><u>\$ 476,659.15</u></b>
<b>TOTAL BY PROGRAM</b>					
	Publishing	45 068 54020			\$ 74.80
	Legal	45 068 54030			\$ -
	LB840 Loan/Grant/Programs	45 068 54465			\$ 343,300.35
	LB840 Street Sales Tax Res	45 068 54835			\$ -
	LB840 MEDC Administration	45 068 54885			\$ 133,284.00
<b>TOTAL</b>					<b><u>\$ 476,659.15</u></b>

**McCook Growth Fund (LB840) Economic Development Program  
Fourth Quarter Report  
October 1, 2020-September 30, 2021**

**Approved, but not yet completed or paid:**

<b>Housing Match</b>	<b>2019</b>	<b>\$20,000</b>
----------------------	-------------	-----------------

This housing match is \$20,000 for an innovative housing grant proposal. The State of Nebraska had \$2,000,000 in housing trust fund left after the initial application round. The state opened up innovative housing proposals. We worked with Cambridge and Benkelman to put together a regional proposal that was awarded. The pool of money is to be used between the three communities for capital to build workforce housing. We have been awarded a \$405,000 grant for the innovative housing proposal. We have accepted a bid from Wardcraft and will be putting a new house up on W. 9<sup>th</sup> and Q St. later this year. Construction is scheduled to begin in October.

<b>Early Childhood Education New Provider Scholarship/Startup Funds</b>	<b>2019/2020</b>	<b>\$12,800</b>
---	------------------	-----------------

McCook Community 4 Kids Core Team has seen success developing programs to improve childcare access and quality. The MEDC initiatives have gone towards funding education and startup expenses for childcare programs, providing an incentive for providers to increase the number of infants they serve, and to provide scholarships for students to complete early childhood education programs and work in the area of early childhood education. This year, with assistance from state grants and local support, C4K is also looking to provide current providers with incentives to participate in the state's quality initiatives. Recently, efforts done in McCook to improve childcare capacity were featured on PBS Newshour.

<b>Digital Façade Program</b>	<b>2020</b>	<b>\$1,501</b>
-------------------------------	-------------	----------------

This program from McCook Economic Development Corporation will provide up to a \$3,500 match to help businesses upgrade their digital presence. The program is meant to be a partnership to provide guidance and financial assistance to help businesses increase their in-store revenue and potentially on-line revenue to create employment. Applicants will be reviewed by a committee before being approved and all expenses will be reimbursed with proof of purchase. Two companies have been approved for reimbursement and will receive the match when we receive receipts.

<b>Rez Housing Purchase</b>	<b>2021</b>	<b>\$140,000</b>
-----------------------------	-------------	------------------

When the section of land on Seminole and Park became available for purchase, MEDC board approved purchasing the land. The goal is to recruit a developer or homebuilder to increase the community's housing stock on the land. The purchase was \$210,000. MEDC board approved an

initial payment of \$70,000, with a loan covering the rest of the price, but have allocated up to the full purchase price through the LB 840 fund. The board elected to borrow a portion of this initially, as rates are low and it keeps additional funds in the LB 840 account if an opportunity would arrive to help the community.

**Housing Study** **2021** **\$18,000**

MEDC had a committee interview two firms that offer housing studies. Based on the committee's recommendation, MEDC agreed to work with Hanna:Keelan on an updated housing study. This will allow us to market our property to developers better and allow us to expand our use of TIF financing with a Workforce Housing Plan.

**LB 840 Expenses in the 3rd Quarter**

**Loan, Grant, and Program Fund**

**Infant Incentives** **2021** **\$7,250**

MEDC continues to offer programs to increase capacity and quality of early childhood education. Most of the expenses from LB 840 have gone to centers and providers who have expanded infant capacity. MEDC has leveraged local, state, and federal grants to also help these programs. Providers who have participated in at least one program have grown our childcare capacity by over 120 spots and we've had 5 providers advance one step in the state's Step Up to Quality program.

**Digital Façade** **2021** **\$8,998.85**

We've had three businesses who have received digital façade improvement dollars. Sehnert's bakery used the digital façade dollars to add on-line ordering last Christmas to be able to sell and ship baked goods across the country. Sehnert's sold more Stolen Bread last year than ever. VK Electronics used the digital façade to invest in an upgraded website with eCommerce capabilities to be able to sell outside our trade area. The final recipient has been Honorbound IT, who used the match to purchase video and audio recording equipment to be able to use content market to expand their market reach to North Platte and northwest Kansas.

**Seminole Purchase Closing Costs** **2021** **\$719.25**

**Other Expenses**

Program Administration and Operations	07/14/2021	\$11,107.00
Program Administration and Operations	08/11/2021	\$11,107.00
Program Administration and Operations	09/09/2021	\$11,107.00

**ECONOMIC DEVELOPMENT PLAN  
CITIZEN'S ADVISORY REVIEW COMMITTEE  
MEETING MINUTES**

Monday – July 26, 2021  
12:00 P.M. at the Heritage Senior Center Conference Room

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by Chairperson Sean Wolfe and began at 12:20 P.M.

A copy of the Open Meetings Act is posted on the City of McCook website and available for public review.

**Present:** Chairperson Sean Wolfe; Nate Schneider, City Manager; Tracy Burkey, Recording Secretary; Members, Leon Kuhlen, Jordan Johnson, Bob Elder, Alexis Davidson, and Andy Long, EDC Director.

**Absent:** Sarah Renner and Jeanette Peters.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on July 20, 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 all members of the Economic Development Plan Citizen's Advisory Review Committee. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

(1) REVIEW AND APPROVE MINUTES OF JANUARY 25, 2021 MEETING.

Kuhlen introduced a motion to approve the January 25, 2021 minutes; Davidson seconded the motion. All members present voted in the affirmative. Motion passed. 5 VOTES YEA, 0 NAY, 2 ABSENT.

(2) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Director Long reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/01/20 - 06/30/21 program year with the committee.

As of 6/30/2021 the LB840 Program balance is \$518,146.01. Funds currently allocated in the amount of \$208,550.00. Leaving an available balance of \$309,593.01 of unallocated funds.

(3) UPDATE OF REVENUES COLLECTED.

Long reviewed the McCook Growth Fund Loan Status Report and all loans are current. Long also reviewed the LB840 Program Balances report, receipt register and check register with the committee.

**EXHIBIT #4**

**PAGE(S) - 3**

#### (4) ECONOMIC DEVELOPMENT DIRECTOR REPORT

##### **Housing Match**

The housing match is \$20,000 for an innovative housing grant proposal. The pool of money is to be used between McCook, Benkelman and Cambridge. The \$20,000 pays for construction site preparation. We have been awarded a \$405,000 grant for the innovative housing proposal. McCook and Benkelman both have sites picked out and construction is to begin by October. Once these two projects are done we will start working on the Cambridge home.

##### **Early Childhood Education New Provider Scholarship/Startup Funds**

The Early Childhood Education program has been a huge success. At this point, with this program we have increased the number of childcare spots by 120 children. Most of the spots are due to Bee Little Childcare Center and BlessEng's Childcare Center. Recently, efforts done in McCook to improve childcare capacity were featured on PBS Newshour.

##### **Digital Facade Program**

This program from McCook Economic Development Corporation will provide up to a \$3,500 match to help businesses upgrade their digital presence. Two local businesses have taken advantage of the program thus far. Only \$3,500 of funds remains in the program.

##### **Rez Housing Purchase**

When the section of land on Seminole and Park became available for purchase, MEDC board approved purchasing the land. The goal is to recruit a developer or homebuilder to increase the community's housing stock on the land. The purchase was \$210,000. MEDC board approved an initial payment of \$70,000, with a loan covering the rest of the price, but have allocated up to the full purchase price through the LB 840 fund. The board elected to borrow a portion of this initially, as rates are low, and it keeps additional funds in the LB 840 account if an opportunity would arrive to help the community.

##### **Housing Study**

MEDC had a committee interview two firms that offer housing studies. Based on the committee's recommendation, MEDC agreed to work with Hanna:Keelan on an updated housing study. This will allow us to market our property to developers better and allow us to expand our use of TIF financing with a Workforce Housing Plan.

##### **North Point Purchase**

The MEDC board approved the purchase of the North Pointe property. The ability to control this land, will allow MEDC to recruit developers to build workforce housing. There will be significant infrastructure costs to develop this land for housing, but it is in a redevelopment area, meaning TIF financing can be used to assist in the infrastructure.

### **Rural Workforce Housing Fund Match**

The MEDC board approved up to \$90,000 from LB 840 funds for the Rural Workforce Housing Fund grant application. Based on local contributions, only \$54,300 was needed for the community to reach their match level. This is a state program that would provide matching funds from the Department of Economic Development and Nebraska Investment Finance Authority (NIFA) to create a revolving fund for workforce housing. This can be used for new construction, substantial rehab, and upper floor housing. We recently found out we did receive over \$166,000 from NIFA and \$250,000 from the state so this will create around a \$660,000 revolving fund for housing.

#### (5) OPEN DISCUSSION

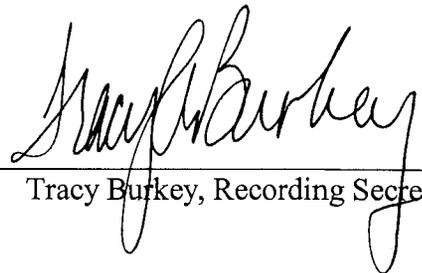
Sales tax receipts are up around \$500,000. Schneider is cautiously optimistic about them remaining at this level.

#### (6) NEXT MEETING DATE

Next meeting date will be October 25, 2021 at 12:00 PM at the Heritage Senior Center conference room.

#### (9) ADJOURNMENT

Meeting adjourned at 1:08 PM.

  
Tracy Burkey, Recording Secretary

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 CITY COUNCIL MEETING**

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**ITEM:**        3.A.

Approve the minutes of the November 15, 2021 regular City Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**    None.

**APPROVALS:**

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Lea Ann Doak, City Clerk

November 30, 2021

McCook City Council  
November 15, 2021  
5:30 P.M. 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.

Absent: Councilmember Rambali. (Excused.)

Motion to excuse the absence of Councilmember Rambali. This motion, made by Gonzales and seconded by Calvin, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA  
YEA: 4, NAY: 0

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Library Director Crocker, Utilities Director Dutcher, Water Superintendent Fawver, Fire Chief Harpham (arrived 6:18 P.M.), Building Inspector Mooney, 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 November 11, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

**1. Announcements & Recognitions.**

There were no announcements for recognitions.

**2. Consent Agenda.**

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

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

- 2.A. Approve the minutes of the November 1, 2021 regular City Council meeting.
- 2.B. Receive and file the Financial Report for the period ending September 30, 2021.
- 2.C. Approve Bid Specifications for two (2) new current model year All-Wheel Drive or 4-Wheel

Drive Police Interceptor/Pursuit Utility Vehicles for use by the Police Department and set the date to receive bids as December 8, 2021 at 2:00 P.M.

- 2.D. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday party to be held at the McCook Municipal Auditorium, 302 West 5th Street, on December 3, 2021 from 5:00 P.M. to 12:30 A.M.
- 2.E. Receive and file the claims for the month of October 2021, published November 4, 2021.
- 2.F. Receive and file the Property Damage Incident Form from Scott Moyer and instruct that it be submitted to the City's insurance carrier for review and appropriate action.
- 2.G. Approve an easement agreement with Northrop Grumman Systems Corporation authorizing Northrop Grumman access to the City of McCook's airport property for the purpose of operating, monitoring, and maintaining the existing groundwater monitoring well No. OW-30.
- 2.H. Approve an agreement in the amount of \$91,000 between the City of McCook Water Department and ESC Engineering of Fort Collins, Colorado to update SCADA equipment that controls the drinking water wells.

### 3. Regular Agenda.

- 3.A. Issue an order directing the Building Inspector to remedy the unsafe condition and/or demolish the unsafe building located at 1507 East "C" Street.

Motion to issue an order directing the Building Inspector to remedy the unsafe condition and/or demolish the unsafe building located at 1507 East "C" Street. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

- 3.B. Determine whether to issue a temporary, six months camping permit to Betty Kenner and Ronald Scharf.

Motion to issue a temporary, six months camping permit to Betty Kenner and Ronald Scharf at 311 E 5th Street. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

- 3.C. Discussion regarding changes to the City of McCook's Contractor's License Ordinances Chapter 150.400 et. al., including potential changes to Chapter 38: Fee Schedule, Appendix M: Building and Zoning Application Fees.

Building Inspector Mooney reviewed his proposed changes regarding contractor licensing and potential changes to the building and zoning Fee Schedule.

Kevin Manley, spoke in support of Mr. Mooney's proposed contractor licensing.

3.D. Discussion regarding the possibility of leasing the City of McCook's "Old Landfill" property located south of the intersection of North Highway 83 and Highways 6 & 34.

After discussion regarding the possibility of leasing the City of McCook's "Old Landfill" property located south of the intersection of North Highway 83 and Highways 6 & 34, it was the consensus of the Council to have staff proceed with drafting an agreement between the commercial developer and the City for such lease.

3.E. Update regarding the City of McCook's entry sign project.

Staff gave an update on the entry sign project and stated that a meeting of the entrance sign committee will be scheduled to hear the presentations from two local vendors. After the presentations, the committee will recommend its preferred concept to the Council.

3.F. Update regarding a columbarium at Memorial Park Cemetery.

Public Works Director Potthoff updated the Council on the proposed additional columbarium to be located at Memorial Park Cemetery. Staff is currently working with two different vendors to acquire proposals for the additional columbarium. Once the proposals are received and reviewed, staff will bring the item back to the Council for consideration.

3.G. Council Comments.

Mayor Gonzales noted that the exterior signs are up at the Library for the Birdella Nelson Technology Center which will be located in the Library basement.

### **Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:28 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 CITY COUNCIL MEETING**

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**ITEM:            3.B.**

Adopt Resolution No. 2021-26 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2021.

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**BACKGROUND:**

The signing of the Year-End Certification of City Street Superintendent form is the basis for determining our calendar year 2021 Incentive Funds. The City receives \$6,000 annually in Incentive Funds and contracts with Greg Wolford to provide these services.

**FISCAL  
IMPACT:**       None.

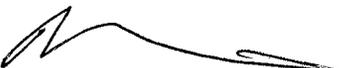
**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 1, 2021

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Director

December 1, 2021

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 1, 2021

**RESOLUTION NO. 2021-26**

**SIGNING OF THE  
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM  
2021**

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

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

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

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

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

Adopted this 6<sup>th</sup> day of December, 2021 at McCook, Nebraska.

---

Mayor

ATTEST:

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Lea Ann Doak, City Clerk

Do not recreate, revise, or copy this form. Revisions, recreations, and copies will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2021**

Resolution No. 2021-26

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

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

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

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

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

Adopted this 6th day of December, 2021 at McCook, Nebraska.  
(Date) (Month)

City Council/Village Board Members

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

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
**Lea Ann Smith, Clerk-Treasurer**

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

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

January 1, 2021 to December 31, 2021

\*(1)(a) Certification of the municipality of McCook that: Greg A. Wolford was  
(Print name of City or Village) (Print name of Superintendent as appears on license card if applicable)  
the appointed City Street Superintendent from January 1, 2021 to December 31, 2021,  
(Month) (Date) (Month) (Date)

(b) the above listed individual is not  or is a Licensed City Street Superintendent, License Number S- 875 Class A,  
(Check this box is the above listed individual is not licensed) (A or B)

(c) the above listed individual is not  or is a Licensed Engineer in Nebraska, License Number E- \_\_\_\_\_,  
(Check this box is the above listed individual is not licensed)

(d) the superintending services of the above listed individual were provided by: (Check one box)

Employment  
with this  
Municipality

Contract  
(consultant)  
with this  
Municipality

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

(e) the above listed individual assisted in the following: *Reference Neb. Rev. Stat. §39-2512*

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

- OR -

(2) From \_\_\_\_\_, 2021 to \_\_\_\_\_, 2021 this municipality did not have  
(Month) (Date) (Month) (Date)  
an appointed City Street Superintendent.

\_\_\_\_\_  
*Signature of Mayor*  *Village Board Chairperson*

\*(3) If your municipality had a licensed superintendent for a portion of the year; had two or more successive licensed superintendents; and/or did not have an appointed street superintendent for any portion(s) of the calendar year, complete a separate Year-End Certification form for EACH appointed city street superintendent AND for any period without an appointed city street superintendent. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(e) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2021 to:

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

**Attach Documentation of the City Street Superintendent(s) Appointment for 2021 here:**

For most municipalities this information may be found in the November or December 2020 or the January 2021 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call 402-479-4436 if you have any questions about what to submit for documentation.

## ITEM 6.C. APPROVAL

McCook City Council  
December 7, 2020  
5:30 PM Central

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

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Library Director Crocker, Utilities Director Dutcher, Fire Chief Harpham, Senior Services Director Siegfried, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 3, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

Pledge of Allegiance.

### **1. Recognition of outgoing Councilmember Hepp.**

Mayor Gonzales presented a clock to outgoing Councilmember Hepp in appreciation of her almost eight years of dedicated service to the City of McCook.

### **2. Reorganization of the City Council.**

2.A. Administer oath of office for the newly elected Councilmembers Jerry Calvin and Darcy Rambali.

City Clerk Doak administered the oath of office to the newly elected Councilmembers Jerry Calvin and Darcy Rambali.

2.B. Election of Mayor.

City Manager Schneider called for nominations from the Council for the office of Mayor (President)

of the Council. Jerry Calvin nominated Mike Gonzales. Gene Weedin seconded the nomination. There being no further nominations, the nominations were declared closed. The yeas and nays were called and the vote was as follows: Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: Yea.  
YEA: 5, NAY: 0

**2.C. Election of Vice President of Council.**

City Manager Schneider called for nominations from the Council for the office of Vice President of the Council. Gene Weedin nominated Jerry Calvin. Mike Gonzales seconded the nomination. There being no further nominations, the nominations were declared closed. The yeas and nays were called and the vote was as follows: Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: Yea.  
YEA: 5, NAY: 0

**2.D. Determination of seating order.**

Based on policy set by previous Council, the Councilmembers at this time chose their seats by seniority. The seat order for the Council shall be:

From left to right - Councilmember Rambali, Councilmember Weedin, Mayor Gonzales, Councilmember Calvin, Councilmember Muehlenkamp, City Manager Schneider, City Attorney Mustion, and City Clerk/Treasurer Doak.

**3. Citizen's Comments.**

Jeff Donelan, pastor of the Evangelical Free Church presented the invocation.

Dale Dueland encouraged the Council with the recent increase in COVID cases to consider utilizing zoom meeting or some type of video conferencing for city public meetings and to consider a mask mandate.

**4. Announcements & Recognitions.**

City Manager Schneider noted that the Planning Commission has a meeting scheduled for this coming Monday, December 14 and that a Board of Zoning Adjustment will be scheduled for the week of January 4.

**5. Proclamations.**

5.A. Approve the proclamation designating December 7, 2020 as "Arbor Day" in the City of McCook and authorize the Mayor to sign.

Motion to approve the proclamation designating December 7, 2020 as "Arbor Day" in the City of McCook and authorize the Mayor to sign. This motion, made by Weedin and seconded by Calvin,

passed.

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

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

Motion to approve the proclamation designating December 8, 2020 to December 29, 2020 as "Takeout Tuesday" in the City of McCook and authorize the Mayor to sign. This motion, made by Calvin and seconded by Gonzales, passed.

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

## **6. Consent Agenda.**

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

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

- 6.A. Approve the minutes of the November 16, 2020 regular City Council meeting.
- 6.B. Adopt Resolution No. 2020-30 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2020.
- 6.C. Receive and file the Agreement for Street Superintendent Services between the City of McCook and Greg A. Wolford, Class A License S-875 for the 2021 calendar year.
- 6.D. Receive, file, and authorize the Mayor to sign the Annual Certification Form confirming that the funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.
- 6.E. Receive and file the claims for the month of October 2020 as published November 20, 2020.
- 6.F. Adopt Resolution No. 2020-31 approving and authorizing the mayor to sign application to purchase Ford Transit 12 passenger van.
- 6.G. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2021 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

## **7. Regular Agenda.**

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

Andy Long, Director of the MEDC, reviewed their request for \$25,000 of ACE funds to be used as part of the local pledge for a Rural Workforce Housing grant.

It was the consensus of the Council to bring back this item for consideration at the December 21 meeting.

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

Discussion included holding a meeting via zoom. Mayor Gonzales stated that his preference would be to hold a person to person meeting.

Andy Long, MEDC Director, stated that they will be conducting a survey as part of the update to the 2013 housing study. The survey will contain some community based questions such as whether a new pool should be constructed, should the renovations of the Memorial Auditorium be completed, should the ball park facilities be upgraded, etc., and should property taxes or sales taxes be increased to fund these large infrastructure projects. This portion of the survey may help with a strategic plan.

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

The Governor's executive order on December 1 permits council members and members of the public to attend public meetings via audio-conferencing means. It was the consensus of the Council to have future council meetings also available via audio-conferencing means until the order is terminated by the Governor.

City Manager Schneider informed the Council that according to Nebraska Statute 16-238, the decision-making authority regarding a mask mandate is with the City's Board of Health. The Board of Health may make regulations to prevent the spread of contagious, infectious disease into the City. The Board can be called to meet by two members of the Health Board or by the Mayor. His main concern with a mask mandate is how it would be enforced.

Police Chief Smith also expressed concerns with enforcement.

Council discussion included whether a Health Board meeting has been planned; conducting an education/publicity campaign about how to avoid the spread of the virus; that the Council has already took a stand by approving the proclamation reminding our citizens of the recommended public health guidelines: maintain six feet of distancing in public; wear a mask whenever six feet distancing is not possible to protect others around you; wash your hands regularly; and stay home when ill; businesses need to enforce current recommended guidelines;

Andy Long, Ronda Graff, Dale Dueland, spoke in support of a mask mandate, encouraged the Council to call a meeting of the Board of Health to consider the mandate; and for the Council to

consider the use of zoom for future meetings.

Library Director Crocker and City Attorney Mustion stated they have been requiring masks and have had no issues. Mr. Mustion added that all businesses have the authority to require masks at the establishments.

**7.D. Council Comments.**

Council comments included thanking Janet Hepp for her service to the City and welcomed Darcy as a new member of the Council, and reminded citizens to complete the MEDC survey.

**Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:56 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 CITY COUNCIL MEETING**

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**ITEM:**        3.C.

Receive and file the Agreement for Street Superintendent Services between the City of McCook and Greg A. Wolford, Class A License S-875 for the 2022 calendar year.

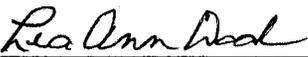
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**BACKGROUND:**

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

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 1, 2021

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 1, 2021

## **AGREEMENT FOR STREET SUPERINTENDENT SERVICES**

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

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

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

### **RESPONSIBILITY OF THE ENGINEER**

The **ENGINEER** shall:

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

### **RESPONSIBILITY OF THE OWNER**

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

### **FEES AND PAYMENTS**

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

**TERMS AND CONDITIONS**

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

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

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

Dated this 1<sup>st</sup> day of January, 2022.

\_\_\_\_\_  
CITY OF MCCOOK  
MCCOOK, NEBRASKA

  
\_\_\_\_\_  
W DESIGN ASSOCIATES, INC.  
MCCOOK/HASTINGS, NEBRASKA

\_\_\_\_\_  
DATE

10 Nov 21  
\_\_\_\_\_  
DATE

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 CITY COUNCIL MEETING**

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**ITEM:**        3.D.

**RECOMMENDATION:**

Receive and file and authorize the Mayor to sign the Annual Certification Form confirming that funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.

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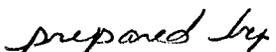
**BACKGROUND:**

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

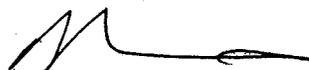
During the period between October 1, 2020 and September 30, 2021 no projects were completed by the City of McCook. The remaining balance in this fund is \$353,528.09 that will be used on future street projects.

**FISCAL  
IMPACT:**     None

**APPROVALS:**

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Director

November 30, 2021

  
\_\_\_\_\_  
Nate Schneider, City Manager

November 30, 2021

# Annual Certification Form

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

Period of Time Covered by Certification  
**October 1, 2020 to September 30, 2021**

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

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

The undersigned hereby certifies that he or she:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Michael D. Gonzales**

\_\_\_\_\_  
Printed Name

**Mayor**

\_\_\_\_\_  
Title

Fund Type	FY-2020 Carryover <small>(funding amount reported last certification period as unexpended)</small>	FY-2021 Allotment	Total Available Allotment <small>(combination of FY-2020 carryover and new FY-2021 funds)</small>	Allocation Expended <small>(10/1/20 and 9/30/2021)</small>	Remaining Allocation
34750 Highway Street Buyback Program (STP)	\$192,893.95	\$160,634.14	\$353,528.09	.00	\$353,528.09 \$372,460.09 w/interest
34760 Highway Bridge Buyback Program (HBP)	\$0	\$0	\$0		
<b>Project Location and Description</b> <small>(Please provide accurate locations and an explanation of work completed with FFPP Funds)</small>					
Location	Project Description/Work Completed				

\*\*If additional space is needed please, please feel free to attach additional pages

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

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

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

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

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 CITY COUNCIL MEETING**

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**ITEM:**        3.E.

**RECOMMENDATION:**

Receive and file the minutes of the September 2021 Library Advisory Board meeting.

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**BACKGROUND:**

Receive minutes from the various board and commission meetings.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 1, 2021

**McCook Public Library Advisory Board Meeting Minutes**  
**September 2021 at 4:00 PM CDT**

1. **Call to order / attendance:** Mary Dueland called the meeting to order with Jody Crocker, Staci Blomstedt, and Pam Wolford in attendance.
2. **Opportunity for Comments from the Public:** No patrons were in attendance; thus, no public comment.
3. Notice of the meeting was given in advance thereof by publication in the *McCook Gazette* on September 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 all members of the Library Board. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.
4. **Read and Approve July 2021 meeting minutes:** Staci made the motion to approve the minutes with a second by Mary. The minutes were accepted 4-0.
5. **Open discussion from board members on items not on the agenda:** None
6. **Director's Report and update on upcoming activities:** 1. Jody reported Innovation Studio leaves the end of October or first part of November. Interest has been low as people are busy. Mary and Jody are planning a tour of Maker Spaces in other libraries before we order our equipment. 2. At Heritage Days, on September 25 at 1:00, Senator Nelson will give a short presentation and the Innovation Studio will be open to the public. The Nelson Technology Center signage is still under negotiation. 3. The library is holding off on Story Time and the Jr. High group until after Christmas due to the uncertainty of COVID. 4. Azure Wall is the newest librarian hired. 5. The library is looking to apply for four grants as we go forward. Jody has already applied for the Formula Grant which is based upon population. Each library gets this grant. She will also apply for a Library Improvement Grant which must be used for movable library improvements. A Youth for Excellence Grant is a possibility for further funding youth programs. A Story Walk Grant is available, and she may apply for this grant as well. 6. COVID update: We are not asking for masks yet. Computers are limited to one session per person per day. Returned books are thoroughly cleaned. 7. Jody is looking at a series of non-fiction animal kingdom books to purchase for the children's section.
7. **Unfinished Business:** None
8. **New Business:** None
9. **Open Discussion:** None
10. **Set date for next board meeting:** The next meeting will be Wednesday, November 10, at 4 PM.
11. **Meeting adjournment:** The meeting was adjourned at 4:30 PM

Secretary: Pamela L. Wolford  
Pamela L. Wolford

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 CITY COUNCIL MEETING**

---

**ITEM:** 3.F.

**RECOMMENDATION:**

**RECEIVE AND REJECT ALL BIDS FOR A NEW PICKUP AT MCCOOK BEN NELSON REGIONAL AIRPORT.**

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**BACKGROUND:**

We have recently received information that government incentives on vehicles have either been suspended or their fleet inventory is sold out for 2022 models. We currently have \$43,000.00 in the FY 2021/2022 budget for a pickup and utility box.

On Monday November 22<sup>nd</sup> bids were opened for the purchase of a new pickup and utility box for the airport. We received one bid from Deveny Motors in the amount of \$42,814.00. This would utilize all of our funds for just the pickup, leaving no funding for the utility box which is estimated to cost between \$6,000.00 and \$8,000.00.

City Staff plans to revisit bidding this pickup out in a few months in the hopes that the market becomes more favorable.

**FISCAL  
IMPACT:** None.

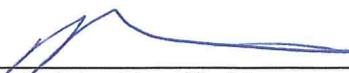
**RECOMMENDATION:**

**RECEIVE AND REJECT ALL BIDS FOR A NEW PICKUP AT MCCOOK BEN NELSON REGIONAL AIRPORT.**

**APPROVALS:**

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Director

NOVEMBER 30, 2021

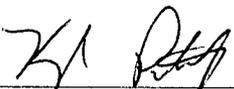
  
\_\_\_\_\_  
Nate Schneider, City Manager

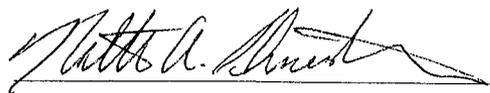
NOVEMBER 30, 2021

**ONE (1) NEW 2022 3/4 TON  
4-WHEEL DRIVE PICKUP TRUCK**

**NOVEMBER 22, 2021  
2:30 P.M**

<p><b>BIDDER:</b> Deveny Motors</p>	<p><b>BIDDER:</b></p>	<p><b>BIDDER:</b></p>
<p><u>ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK</u></p> <p>TOTAL BID PRICE \$ <u>42,814<sup>00</sup></u></p> <p>Delivery Date: <u>4-8 months ?</u></p>	<p><u>ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>Delivery Date: _____</p>	<p><u>ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>Delivery Date: _____</p>
<p><b>BIDDER:</b></p>	<p><b>BIDDER:</b></p>	<p><b>BIDDER:</b></p>
<p><u>ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>Delivery Date: _____</p>	<p><u>ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>Delivery Date: _____</p>	<p><u>ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>Delivery Date: _____</p>

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Director

  
\_\_\_\_\_  
Witness

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 MCCOOK CITY COUNCIL MEETING**

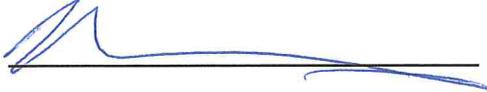
**ITEM NO. 3.G**-Approve and ratify the Airport Rescue Grant Offer for McCook Ben Nelson Regional Airport.

---

**BACKGROUND:**

The City of McCook has received an Airport Rescue Grant in the amount of \$32,000. The grant can be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. On August 16, 2021, the City Council approved the agreement between the City of McCook and the Nebraska Department of Aeronautics. Staff has already completed the grant acceptance pursuant to the Council's actions. This agenda item ratifies all actions taken by Staff.

**APPROVALS:**



December 2, 2021

Nathan A. Schneider, City Manager

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December 2, 2021

Lea Ann Doak, City Clerk



December 2, 2021

Kyle Potthoff, Public Works Director



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

## Airport Rescue Grant Transmittal Letter

November 23, 2021

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:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-31-0052-019-2022 for McCook Ben Nelson Regional Airport. This letter outlines expectations for success. Please read and follow the instructions 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, followed by the attorney's certification, **no later than January 15**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, 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 draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated 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).

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.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Justin Collier  
Nebraska State Planner



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AIRPORT RESCUE GRANT**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date November 23, 2021

Airport/Planning Area McCook Ben Nelson Regional

Airport Rescue Grant No. 3-31-0052-019-2022

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 an Airports Rescue Grant Application dated **July 14, 2021**, for a grant of Federal funds at or associated with the **McCook Ben Nelson Regional Airport**, which is included as part of this Airport Rescue Grant Agreement;

**WHEREAS**, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the **McCook Ben Nelson Regional Airport**, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

**WHEREAS**, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

**WHEREAS**, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to **McCook Ben Nelson Regional Airport** incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

**NOW THEREFORE**, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**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 **\$32,000**, allocated as follows:
 

\$32,000	ARPA General [KW]
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2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
  - a. The 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. The Budget Period:
    1. For this Airport Rescue Grant is 4 years (1,460 calendar days). 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 Airport Rescue 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. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
  5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
  6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
  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 unless this offer has been accepted by the Sponsor on or before **January 15**, 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, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue 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(s). 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 relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- 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 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. **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 Agreement.
14. **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.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods 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.
16. **Audits for Sponsors.**
- 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.
17. **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 the entity is not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm is 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. subcontracts).
  - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. 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 this Airport Rescue Grant or subgrant funded by this Grant.
  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 by this Airport Rescue Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, 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 Airport Rescue Grant Agreement term; or
  2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue 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 the FAA at 2 CFR Part 1200.
- 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 Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
- 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee 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) of this Grant condition, information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. 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:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
    - e. A court or grand jury;
    - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - g. 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 Airport Rescue Grant Agreement 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 subsection 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).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
  22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.
  23. **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 **August 16, 2021**. The Sponsor agrees that it will not amend, modify or terminate said Agency Agreement without prior approval in writing of the FAA.

## SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

### CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of 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.

Dated November 23, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Jim A. Johnson*

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*(Signature)*

**Jim A. Johnson**

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*(Typed Name)*

**Director, Central Region Airports Division**

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*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

**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. <sup>1</sup>

Dated November 23, 2021

**City of McCook**

*(Name of Sponsor)*

*Nathan A. Schneider*

*Nathan A. Schneider (Nov 23, 2021 14:32 CST)*

*(Signature of Sponsor's Designative Official/Representative)*

**By:** Nathan A. Schneider

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:** McCook - City Manager

*(Title of Sponsor's Designative Official/Representative)*

<sup>1</sup> 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, Nathaniel Mustion, 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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing 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.

Dated at November 24, 2021

By: Nathaniel Mustion  
Nathaniel Mustion (Nov 24, 2021 09:59 CST)  
*(Signature of Sponsor's Attorney)*

## AIRPORT RESCUE GRANT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. 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.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

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 Airport Rescue Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
  - b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
  - c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
  - d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
  - e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
  - f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
  - g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
  - 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.
  - l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
  - m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
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- 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.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- 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.
- 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.<sup>2</sup>
- 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**

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- a. Executive Order 11246 – Equal Employment Opportunity
- 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
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
  - b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4</sup>
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- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- g. 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. <sup>1</sup>
- h. 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).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 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.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 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.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

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#### **FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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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.

### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

### **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 grant; that an official decision has been made by 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.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Good Title.**

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.

### **4. 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. 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 this Grant Agreement.

c. 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 and conditions of this Grant Agreement.

### **5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant 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.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement 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, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on the airport 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.

**11. Veteran's Preference.**

It shall include in all contracts for work on any airport development 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

**17. 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. 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.

**18. 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.

**19. 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.
- b. 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.

## 20. 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 Part 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 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 for 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, grant, 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, grant, or program.

- C. 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.
- D. 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.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that 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.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Rescue 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 July 14, 2021.

**23. 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.

**24. 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).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does

not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

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

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 MCCOOK CITY COUNCIL MEETING**

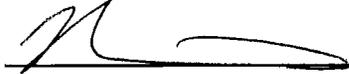
**ITEM NO. 4.A.** Discussion regarding the use of the McCook City Auditorium for pickleball.

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**BACKGROUND:**

Staff has received a request from Cathy Kenny to use the McCook City Auditorium for pickleball. Local pickleball players will be present at the council meeting to discuss their request.

**APPROVALS:**

  
\_\_\_\_\_

November 30, 2021

Nathan A. Schneider, City Manager

  
\_\_\_\_\_

November 30, 2021

Lea Ann Doak, City Clerk



Lea Ann Doak, City Clerk  
City of McCook  
505 West C St.  
P.O. Box 1059  
McCook, NE 69001

Telephone: (308)345-2022  
E-mail: [admin@cityofmccook.com](mailto:admin@cityofmccook.com)  
Website: [www.cityofmccook.com](http://www.cityofmccook.com)

## TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the City Council, if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the City Council for consideration.

Name: Cathy Kenny

Address: 310 Park Avenue

Telephone Number: (308) 340-1896

Email Address: ckenny@live.com

Date of Request: 11/23/21

**Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)**

Respectfully Request use of the City Auditorium  
for Pickleball.

### For Administrative Purposes:

Date Request Received: \_\_\_\_\_ Received by: \_\_\_\_\_

Action Taken: \_\_\_\_\_

Follow-Up Needed: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 4.B.** Requested discussion from Rosanne Olson and Cheryl Bridgmon related to their denied property damage claims from the City's insurance carrier.

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**BACKGROUND:**

Staff has received requests from Rosanne Olson and Cheryl Bridgmon to be placed on the McCook City Council Agenda to discuss their property damage claims related to a water main leak that occurred in the 1500 Block of Norris Avenue on July 20-21, 2021. On September 7, 2021, the McCook City Council forwarded Ms. Olson's and Ms. Bridgmon's claims to EMC. The claims were denied by EMC, citing that the City was not negligent. City staff has discussed the matter with the City's insurance broker and has discussed the matter with Ms. Olson and Ms. Bridgmon. At the request of the property owners, EMC has reopened the claim to review the matter. As a result of the second review, the subject may not be ripe for action. Staff informed Ms. Olson and Ms. Bridgmon of this concern. This item may be pulled from the agenda if Ms. Olson and Ms. Bridgmon determine that they would prefer to receive the second ruling from EMC.

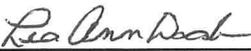
**APPROVALS:**



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December 2, 2021

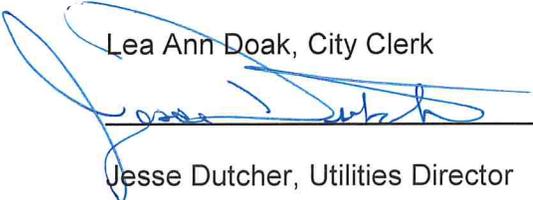
Nathan A. Schneider, City Manager



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December 2, 2021

Lea Ann Doak, City Clerk



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December 2, 2021

Jesse Dutcher, Utilities Director

## § 52.11 LIMITATION OF CITY LIABILITY.

The city shall in no manner be liable for any damages caused by the shutting off of the supply of water from any consumer while the water system or any part thereof is undergoing repairs, or for damages caused by the freezing of the water main or the breaking of any pipe or service cock, or by a shortage of water due to accident, or by circumstances over which the city has not control or by an act of God.

(Prior Code, § 3-125)

**Statutory reference:**

*Authority, see Neb. RS 16-681*



**PROPOSED ORDINANCE**

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING CHAPTER 38: FEE SCHEDULE, APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES, OF THE MUNICIPAL CODE OF THE CITY OF MCCOOK, NEBRASKA; TO PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; 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 38, FEE SCHEDULE, APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES, of the City of McCook, Nebraska, Code of Ordinances is hereby amended to read as follows:

**APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES**

<b>PERMIT</b>	<b>FEE</b>
<b>Building Permits</b> Construction Cost: \$0 - \$5,000  \$5,001 - \$25,000  \$25,001 - \$50,000  \$50,001 - \$100,000  \$100,001 - \$500,000  \$500,001 - \$1,000,000  \$1,000,001 and up	\$25.00  \$25.00 for first \$5,000 plus \$5.00 for each additional \$1,000 or fraction thereof up to and including \$25,000  \$125.00 for first \$25,000 plus \$4.00 for each additional \$1,000 or fraction thereof up to and including \$50,000.  \$225.00 for first \$50,000 plus \$3.00 for each additional \$1,000 or fraction thereof up to and including \$100,000.  \$375.00 for first \$100,000 plus \$2.50 for each additional \$1,000 or fraction thereof up to and including \$500,000.  \$1,375.00 for first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof up to and including \$1,000,000.  \$2,375.00 for first \$1,000,000 plus \$1.50 for each additional \$1,000 or fraction thereof.
<b>Plan Review</b> - by City Staff or its agents of drainage report, sanitary sewage disposal report, and water distribution report.	\$100.00 minimum fee, or the appointed agents standard hourly rate plus 10%, whichever is greater.  Additional fees will be assessed should the project require extraordinary review by City Staff or its appointed agents.
<b>Curb Cut Permit</b>	\$25.00

<b>Demolition Permit</b>	\$25.00 for first \$1,000 plus \$2.50 for each additional \$1,000 or fraction thereof.
<b>Fence Permit</b>	\$25.00
<b>Mechanical Permit</b>	\$25.00 minimum fee, plus \$3.00 per item over six (6) items
<b>Mobile Home Set Down Permit</b>	\$25.00
<b>Plumbing Permit</b>	\$25.00 minimum fee, plus \$3.00 per item over six (6) items
<b>Sidewalk Permit (New Construction)</b>	\$25.00
<b>Sign Permit</b>	\$25.00 for first \$1,000 plus \$2.50 for each additional \$1,000 or fraction thereof.
<b>Structure Moving Permit</b>	\$100.00
<b>Encroachment Permit</b>	\$25.00
<b>Zoning Applications:</b>	
Change of Zoning	\$75.00
Lot Split/Lot Line Adjustment	\$75.00
Special Exception	\$75.00
Variance	\$75.00
<b>Subdivisions:</b>	
Preliminary Plat	\$500.00
Final Plat	\$200.00 per lot, with a maximum of \$5,500
"Minor" or "Major"	\$75.00
<b>Mobile Home Park</b>	\$100.00
<b>Contractors License</b>	\$75.00 new applicant; \$25.00 renewal

(Ord. 95-2335, passed 10-2-1995; Ord. 2000-2544, passed 2-21-2000; Ord. 2004-2688, passed 3-15-2004; Ord. 2004-2703, passed 8-16-2004)

**SECTION 2.** Any and all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

**SECTION 3.** This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED AND APPROVED \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Michael D. Gonzales, Mayor

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk

Publish:

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 CITY COUNCIL MEETING**

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**ITEM:**        4.D.

Consider, under suspension of the rule, Ordinance No. 2021-3032 amending Chapter 150: Building Codes and Regulations, Section 150.402 - Persons Exempt from License Requirement, of the City of McCook, Nebraska, Code of Ordinances.

---

**BACKGROUND:**

During discussion at the last City Council meeting, a conflict with building codes was identified in Section 150.402 - an owner of a commercial structure is not permitted to make any type of improvement to the structure. All improvements to a commercial structure must be completed by a licensed contractor.

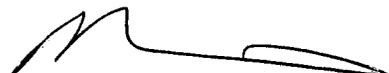
Because the presented ordinance is correcting the persons who are exempt from the contractor's licensing requirement, staff recommends its approval under suspension of the statutory rule required reading on three different days.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 1, 2021

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 1, 2021

**ORDINANCE NO. 2021-3032**

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING CHAPTER 150: BUILDING CODES AND REGULATIONS, SECTION 150.402 - PERSONS EXEMPT FROM LICENSE REQUIREMENT, OF THE MUNICIPAL CODE OF THE CITY OF MCCOOK, NEBRASKA; TO PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; 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 150, Building Codes and Regulations, Section 150.402 - Persons Exempt From License Requirement, of the City of McCook, Nebraska, Code of Ordinances is hereby amended to read as follows:

§ 150.402 PERSONS EXEMPT FROM LICENSE REQUIREMENT.

Any bona fide owner of a residential ~~or commercial~~ structure, including the usual accessory structures, shall be exempt from the contractor's licensing requirements and may be granted a building permit to improve said structure provided he or she personally purchases and installs all materials used, and further provided, all work shall be inspected and approved by the ~~city~~ **City Building Inspector**.

(Ord. 2016-2928, passed 5-16-2016; Ord. 2020-2996, passed 2-17-2020)

SECTION 2. Any and all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED AND APPROVED \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michael D. Gonzales, Mayor

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk

Publish:

**CITY MANAGER'S REPORT  
DECEMBER 6, 2021 MCCOOK CITY COUNCIL MEETING**

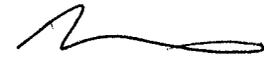
ITEM NO. 4.E. Update regarding the City of McCook's entry sign project.

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**BACKGROUND:**

Staff has received notification from the Nebraska Department of Transportation regarding concerns related to the preferred location sites for entrance signs. Staff would like to discuss the State's concerns with the council.

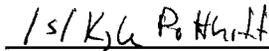
**APPROVALS:**



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December 2, 2021

Nathan A. Schneider, City Manager



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December 2, 2021

Kyle Potthoff, Public Works Director

**CITY MANAGER'S REPORT**  
**DECEMBER 6, 2021 CITY COUNCIL MEETING**

**ITEM 4.F.** : Discussion Item. Discuss proposed ordinances incorporating the Southwest Nebraska Land Bank into the City's nuisance abatement program and setting forth procedures to appoint City representatives to Southwest Nebraska Land Bank boards.

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**BACKGROUND**

Now that the City Council has approved a draft of the Southwest Nebraska Land Bank Interlocal Agreement it needs to review and approve ordinances that incorporate the land bank into the City's nuisance abatement program. Further, the City of McCook will have representatives on the land bank's voting and non-voting boards. The City will need to have ordinances in place that provide the procedure for appointment of those board members.

The purpose of the agenda item tonight is to give the City Council a chance to review the proposed ordinances and have a chance to make suggested changes to the ordinances. I hope to bring a final draft back to the City Council for approval at the December 20<sup>th</sup> meeting.

December 2, 2021

  
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Nathaniel J. Mustion, City Attorney

TITLE III ADMINISTRATION  
CHAPTER 39  
LAND BANK

§ 39.001 DEFINITION

A separate legal entity and a public body corporate and politic and political subdivision of the State of Nebraska organized and existing under the provisions of the Land Bank Act and Interlocal Cooperation Act.

Members of the City Council shall be residents and registered voters of the city and shall hold no other employment with the city. They shall be permitted to hold other elective office as provided by state law. Any Council member who ceases to possess any of the qualifications required by this section shall forthwith forfeit the office.

(Prior Code, § 1-201) (Ord. 2005-2720, passed 2-7-2005)

§ 39.002 INTERLOCAL

The city may elect to enter into a Land Bank through an interlocal agreement pursuant to the Interlocal Cooperation Act.

§39.003 BOARD MEMBERS; VOTING; QUALIFICATIONS

The chief executive officer of the City and two-thirds vote of the City Council shall select a board member who shall meet at least one of the following requirements:

- (a) Representative of chamber of commerce;
- (b) Banking experience;
- (c) Real estate development experience;
- (d) Realtor experience;
- (e) Nonprofit or affordable housing experience; and
- (f) Large-scale residential or commercial property rental experience.

The voting member shall be a resident of the City.

§39.004 BOARD MEMBERS; NONVOTING

The City Council shall designate by vote one nonvoting board member designated by the City Council and one member of the City Council appointed by vote.

§39.005 VACANCY

A vacancy on either the voting or nonvoting board shall be filled no later than six months after the date of such vacancy in the same manner as the original appointment.

§ 95.03 ABATEMENT PROCEDURE.

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(A) It shall be the duty of every owner, occupant, lessee, or mortgagee of real estate in the municipality to keep such real estate free of public nuisances. The Board of Health and/or Problem Resolution Team shall inspect the property as shall come to its attention as being in violation of these requirements. Should the owner of any property prohibit the Board of Health and/or Problem Resolution Team from entering upon the property to make inspection, the Board shall apply to the County or District Court for an order authorizing inspection of the property.

(B) Upon determination by the Board of Health, Problem Resolution Team or designated official that the owner or occupant of any such real estate has failed to keep the real estate free of nuisances, notice to abate and remove such nuisance and notice of the right to a hearing before the governing body and the manner in which it may be requested shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or by certified mail. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the municipality or by conspicuously posting the notice on the real estate upon which the nuisance is to be abated and removed. The notice shall describe the condition as found by the Board of Health or designated official and state that the condition has been declared a nuisance and must be remedied at once.

(C) If within five days after receipt of such notice or publication or posting, whichever is applicable, the owner or occupant of the real estate does not request a hearing with the municipality or fails to comply with the order to abate and remove the nuisance, the municipality may have such work done.

(D) If within five days after receipt of such notice or publication or posting, whichever is applicable, the owner or occupant requests in writing a hearing with the governing body, the governing body shall fix a time and place at which a hearing will be held. Notice of the hearing shall be given by personal service or certified mail and require the owner or occupant to appear before the governing body to show cause why such condition should not be found to be a nuisance and remedied. The notice shall be given not less than seven nor more than 14 days before the time of the hearing. Upon the date fixed for the hearing and pursuant to the notice, the governing body shall hear all objections made by the owner or occupant and shall hear evidence submitted by the Board of Health or designated official. If after consideration of all the evidence, the governing body finds that the condition is a nuisance, it shall, by resolution, order and direct the owner or occupant to remedy the nuisance at once. If the owner or occupant refuses or neglects to promptly comply with the order to abate and remove the nuisance, the governing body may have such work done or proceed under McCook Code of Ordinances § 95.05.

(E) The costs and expenses of any such work shall be paid by the owner. If unpaid for two months after such work is done, the municipality may either:

(1) Levy and assess the costs and expenses of the work upon the real estate so benefitted as a special assessment in the same manner as other special assessments for improvements are levied and assessed; or

(2) Recover in a civil action the costs and expenses of the work upon the real estate and the adjoining streets and alleys.

(Prior Code, § 4-303) (Ord. 1701, passed 9-19-1983; Ord. 2018-2965, passed 5-7-2018; Ord. 2020-3002, passed 4-6-2020)

Statutory reference:

Authority, see Neb. RS 18-1720

#### § 95.05 LAND BANK PROCEDURE

- (A) Upon the majority vote of the City Council for referral of nuisance property to the Southwest Nebraska Land Bank for accusation, the Southwest Nebraska Land Bank board members shall produce an agreement for such referred nuisance property for the City Council to review.
- (B) Upon City's Council receipt of agreement and review, City Council shall approve/deny the agreement by majority vote.
- (C) If the agreement is denied and/or the referred nuisance property is not acquired by the Southwest Nebraska Land Bank, the City Council may continue to proceed under McCook City Ordinance §95.03.

#### § 95.06 PROBLEM RESOLUTION TEAM

- (A) Purpose: The City Council of the City of McCook hereby determines it is in the best interest of the City of McCook that a Problem Resolution Team be established to abate nuisances and mitigate properties that are deteriorating, damaged or substandard, or that present housing code or building code violations, or health and sanitary concerns.
- (B) Organization: The Problem Resolution Team shall consist of at least four members. These members shall include, but not be limited to the City Manager, Building Inspector, City Attorney and a representative from the McCook Police Department.
- (C) Function: The function of the Problem Resolution Team is to gather relevant information, share information among City departments, conduct appropriate investigations, respond to citizen complaints, identify nuisance issues, code violations, and other concerns within the City to insure the health and safety of the public is maintained and make recommendations to the Board of Health and/or the Southwest Nebraska Land Bank for resolution of issues that cannot be resolved through the mediation process adopted by the Problem Resolution team.
- (D) Process: The Problem Resolution Team shall receive complaints submitted by city staff, citizens or other public agencies, conduct appropriate investigations, refer matters to the McCook Police Department, Fire Department or Building Inspector for inspection, meet and confer with property owners, tenants or other citizens and representatives from other agencies to develop solutions to complaints; direct enforcement of routine code violations such as weed or tall grasses by city staff; follow-up on inspections; and agree to resolutions.
- (E) Referral: In the event that the Problem Resolution Team is unable to resolve complaints, the matter shall be referred to the City of McCook Board of Health and/or Southwest Nebraska Land Bank for enforcement based upon the City Code and state statute.
- (F) All Ordinances or parts of Ordinances in conflict with this Ordinance are repealed.
- (G) This Ordinance shall be effective after its passage, approval and publication according to law.