

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Thursday, March 27, 2025  
12:00 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Call to Order.

Items.

1. Approve and authorize the Mayor to sign the Procurement Procedures and Code of conduct as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).
2. Approve and authorize the Mayor to sign two Declaration of Covenants as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).
3. Adopt Resolution No. 2025-06 approving the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement.

Adjournment.

**CITY MANAGER'S REPORT  
MARCH 27, 2025 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 1.**

Approve and authorize the Mayor to sign the Procurement Procedures and Code of Conduct as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).

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**BACKGROUND:**

Attached is the Procurement Procedures and Code of Conduct that must be approved by the Council before release of funds can occur for the RCRP grant that the City was awarded. This grant will be used for the Inclusive Playground, amenities at the new sports complex, and to replace outdated playground equipment at Barnett Park. It is necessary that the Council approve the Procurement Procedures and Code of Conduct to ensure that the City meets the Nebraska Department of Economic Development's current requirements.

**APPROVALS:**



Nathan A. Schneider, City Manager

March 26, 2025



Lea Ann Doak, City Clerk

March 26, 2025



Tera Koetter, Assistant City Manager

March 26, 2025

## CITY OF MCCOOK, NEBRASKA

### PROCUREMENT PROCEDURES AND CODE OF CONDUCT

The City of McCook, Nebraska will in all cases of procurement for professional services, construction services and materials needed for Rural Community Recovery Programs (RCRP) adhere to Code of Federal Regulation 2 C.F.R. Section 200.320 and §§ 200.317, 200.318, and 200.319 or current state statutes; in all cases the stricter shall apply. City is responsible for understanding and complying with federal or state requirements located within the original source. The following procedures summarize said laws and regulations.

A. Procurement shall be made by one of the following methods:

1) **Micro Purchase Procedures [2 C.F.R. Section 200.320 (a)(1)]** – This method will generally be used to obtain very small quantities of supplies. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 C.F.R. Section 200.1), currently the micro-purchase threshold set by the Federal Acquisition Regulation (FAR) as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1 is set at \$10,000 except for construction at \$2,000 and services at \$2,500. The subrecipient may self-certify a threshold of up to \$50,000 on an annual basis. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
- An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
- For public institutions, a higher threshold consistent with State law.

To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

- 2) **Small Purchase Procedures [2 C.F.R. Section 200.320 (a)(2)]** – This method will generally be used to obtain small quantities of supplies. Procurement by small purchase is the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold (SAT) (see 2 C.F.R. Section 200.1) currently set at \$250,000, except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
- 3) **Competitive Sealed Bids [2 C.F.R. Section 200.320 (b)(1)]** - This method will generally be used to obtain contractors for construction projects and for large quantities of goods or materials. Procurement by sealed bids is a procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

- 4) **Competitive Proposals [2 C.F.R. Section 200.320 (b)(2)]** - This method will generally be used to obtain professional services. Procurement by proposal is a procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. This method has two sub- parts—the Request for Proposal and the Request for Qualifications.

**Request for Proposals (RFP)** – Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered.

**Request for Qualifications (RFQ)** - The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering professional services whereby offeror’s qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of architectural/engineering professional services. It cannot be used to purchase other types of services though architectural/engineering firms that are a potential source to perform the proposed effort.

- 5) **Procurement Arrangements Using Strategic Sourcing [2 C.F.R. Section 200.318 (e)]** – When appropriate for the procurement or use of common or shared goods and services, the City of McCook may enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) meet the competition requirements of 2 C.F.R. 200.318.
- 6) **Non-Competitive Procurement [2 C.F.R. Section 200.320 (c)]** – This method will only be used after approval from the Department of Economic Development. When requesting permission to use this method, the non-Federal entity will have to show that another method of procurement was not feasible because: it is the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, the item or service is only available from a single source; a public exigency or emergency for the requirement will not permit a delay from publicizing a competitive solicitation; or after a solicitation of a number of sources, competition is determined to be inadequate. Documentation must be maintained ensuring full and open competition has taken place.

- B. The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (SAT) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals [2 C.F.R. Section 200.324(a)]. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used [2 C.F.R. Section 200.324(d)].
- C. Conflict of Interest [2 C.F.R. 200.317 and 200.318] –Identify, disclose, and manage all real and apparent conflicts of interest through elimination, mitigation, or waivers:
- 1) Subrecipients (non-Federal entity) must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award

and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, and member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. [2 C.F.R. 200.318(c) (1)].

- 2) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of contract type; contractor selection or rejection; and the basis for the cost or price [2 C.F.R. Section 200.318(i)].

D. The following contract provisions or conditions shall be included in all procurement contracts and subcontracts:

#### General Administrative Provisions

- Effective date of the contract.
- Names and addresses of the firm and the non-Federal entity.
- Citation of the authority of the non-Federal entity under which the contract is entered into and the source of the funds.
- Conditions and terms under which the contract may be terminated by either party for cause and for convenience and remedies for violation/breach of contract.
- Procedures for amending or revising the contract.
- Names of representatives of the non-Federal entity and contractor who will act as a liaison for administration of the contract.
- A clause prohibiting a transfer of any interest in the contract by the contractor.
- Provisions requiring the contractor to maintain records and furnish reports.

#### Scope of Services

- Detailed description of the extent and character of the work to be performed.
- Time for performance and completion of contract services, including project milestones, if any.
- Specification of materials or other services to be provided (i.e. maps, reports, etc.)

#### Method of Compensation

- Provisions for compensation for services including fee and or payment schedules and specification of maximum amount payable under the contract.

#### Federal Standard Provisions

- Compliance with Executive Order 11246, as amended (Required for service contractors only if the contractor has 50 or more employees and the contract is for more than \$50,000)
- Title VI of the Civil Rights Act of 1964 clause
- Section 109 of the Housing and Community Development Act of 1974 clause
- Section 3 of the Housing and Urban Development Act of 1968
- Access to Records/Maintenance of Records clause
- Age Discrimination Act of 1975, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- Conflict of Interest 2 CFR §200.318
- When required, all construction contracts exceeding \$2,000 shall include provisions for compliance with the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), The Copeland Act (Anti-Kickback Act) clause, and the Fair Labor Standards Act (FLSA) clause.

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any board or commission employees or agents of the City of McCook engaged in the award and administration of contracts supported by Federal funds under the Rural Community Recovery Program.

- I. The provisions and requirements of the *Conflicts of Interest, at subpart (d)* of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.112 are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.
- II. No employee, officer, or agent of the municipality may participate in the selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract [**2 C.F.R Section 200.318(c)(1)**].
- III. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts [**2 C.F.R Section 200.318(c)(1)**].
- IV. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

Approved and adopted this 27<sup>th</sup> day of March, 2025.

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Linda Taylor, Mayor

ATTEST:

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Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT  
MARCH 27, 2025 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 2.**

Approve and authorize the Mayor to sign two Declaration of Covenants as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).

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**BACKGROUND:**

On October 31, 2024, the City of McCook was awarded a RCRP grant from the Nebraska Department of Economic Development (NDED). Attached are two Declaration of Covenants that need to be approved by the Council in order for the City to meet the NDED's current requirements and before release of funds can occur for the RCRP grant. The covenants are for the properties located at Kelley Park and Barnett Park. These covenants will then be recorded at the Red Willow County Register of Deeds.

**APPROVALS:**

 _____ Nathan A. Schneider, City Manager	March 24, 2025
 _____ Lea Ann Doak, City Clerk	March 24, 2025
 _____ Tera Koetter, Assistant City Manager	March 24, 2025

**When Recorded, Return to: Legal Division**

**Nebraska Department of Economic Development  
245 Fallbrook Blvd., Suite 002  
Lincoln, NE 68521**

### **DECLARATION OF COVENANT**

This Declaration of Covenant (the "**Covenant**") is made and entered into between the Nebraska Department of Economic Development (the "**Department**") and the City of McCook (the "**Owner**"), a local unit of government, whose address is 505 West C Street McCook, NE 69001, upon the date of signature by both parties.

**WHEREAS**, the Department has executed Rural Community Recovery Program (the "**Program**") Subaward Agreement Number 23-RCRP-030 between the Department and the Owner.

**WHEREAS**, the Department has agreed to provide funding via the Program in an amount not to exceed one million, five hundred thousand dollars (\$1,500,000). Such funds were used by the Owner to facilitate the site development for affordable housing, specifically to upgrade and improve two public parks ("**Originally Authorized Purpose**"), together with certain real property known as 502 S. Hwy 83, McCook, NE 69001 (the "**Property**"), as described hereto:

A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 1,025 FEET NORTH OF THE SOUTHEAST CORNER OF LOT SEVEN (7), SECTION 32, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE SIXTH P.M., IN RED WILLOW COUNTY, NEBRASKA; RUNNING THENCE WEST 575 FEET TO THE RIGHT BANK OF THE REPUBLICAN RIVER; THENCE RUNNING IN A NORTHERLY DIRECTION ALONG THE BANK OF SAID RIVER TO THE BEND IN SAID RIVER; RUNNING THENCE NORTHEASTERLY ALONG THE BANK OF SAID RIVER TO THE NORTHEAST CORNER OF SAID LOT 7; RUNNING THENCE SOUTH ALONG THE HALF SECTION LINE, WHICH LINE RUNS FROM NORTH TO SOUTH THROUGH THE CENTER OF SAID SECTION, TO THE PLACE OF BEGINNING, AND

A TRACT DESCRIBED AS THAT PART OF LOT SIX (6), IN SAID SECTION 32 BOUNDED AS FOLLOWS: COMMENCING ON THE BANK OF SAID REPUBLICAN RIVER AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE RUNNING SOUTH ON THE WEST SIDE OF SAID LOT 6 FOR A DISTANCE OF 14.35 CHAINS TO A POINT; THENCE RUNNING NORTH 46 °30' EAST A DISTANCE OF 9.30 CHAINS TO THE RIVER BANK; THENCE RUNNING NORTHWEST ALONG SAID RIVER BANK TO THE PLACE OF BEGINNING, CONTAINING 4.84 ACRES, MORE OR LESS.

**NOW THEREFORE**, in consideration of the premises herein and other good and valuable considerations, the receipt and sufficiency are hereby acknowledged, and the undersigned Owner hereby establishes and agrees to be bound by the Covenant, as follows:

1. **Period of Compliance**. The Property must maintain its Originally Authorized Purpose for a period not less than twenty (20) years, which begins on the date of project completion. This requirement applies without regard to the term of any loan or mortgage or the transfer of ownership but may terminate upon foreclosure or transfer in lieu of foreclosure. The Department may use purchase options, rights of first refusal, or other preemptive rights to purchase the Property before foreclosure or deed in lieu of foreclosure to maintain compliance. The restriction will be revived according to the original terms if, during the original compliance period, the Owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former Owner or those with whom the former Owner has or had family or business ties, obtains an ownership interest in the Property.
2. **Property Condition Standards**. Owner must maintain the Property safe and in good repair. The Property will meet all applicable State and local code requirements and ordinances and be free of all health and safety defects.
3. **Change in Use**. The Property must continue to be used for the development of affordable housing as stated in the Subaward Agreement, for the applicable compliance period, or the Owner does not meet the requirements of the compliance period, then:  
  
Recoupment provisions will be invoked to ensure repayment of funds received from the Program. Several alternative options are available, including but not limited to informal consultation and remediation.  
  
Recouped funds will be paid directly to the United States Department of the Treasury. Other applicable remedies may be taken under state or federal law.
4. **Binding**. All of the conditions, restrictions, and agreements included in this Covenant will be considered to run with the land. In any event, and without regard to technical classification or designation, legal or otherwise, they will be binding to the fullest extent permitted by law and equity and will be enforceable by the Department and its successors and assigns against the Owner and its successors and assigns to any part of the Property, or any interest therein and to any part in the possession or occupancy of any part of said Property, that is the subject of this Covenant.
5. **Enforcement**. The Department will require from the Owner this Covenant as documentation verifying the existence of and proper recordation of the necessary and appropriate legal instruments for enforcement of the Program requirements and restrictions for the compliance period. This Covenant and other legal instruments will be considered to touch and concern the land, burden and benefit the respective parties, and run with the land so as to be binding upon the Owner and upon their heirs, legal representatives, successors, or assigns in title to the Property.
6. **Release**. Upon satisfaction of the terms of this Covenant, the Department will record a release of this Covenant against the Property, and the Owner or their heirs, legal representatives, successors, or assigns in title to this Property, will no longer be bound by the terms of this Covenant.

Any notice, demand, request, consent, approval, or communication that any party desires or is required to give will be in writing and will be served personally or sent by first-class mail, postage prepaid, addressed to the Owner (mailed to the Owner's address), any current mortgage/deed of trust holder of record.

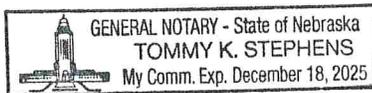
**ACCEPTANCE PROVISIONS.**

The parties acknowledge they have read and understand this Declaration of Covenant, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<b>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</b>	
By: <u></u> (Director or Designee)	<u>3/13/25</u> (Date)
<u>Joe Fox</u> (Typed or Printed Name)	<u>Deputy Director</u> (Title)

STATE OF NEBRASKA }  
COUNTY OF Lancaster } SS.

The foregoing instrument was subscribed to and acknowledged before me this 13<sup>th</sup> day of MARCH, 2025, by Joe Fox as a voluntary act and deed.



  
Notary Public

[EXECUTION BY OWNER FOLLOWS ON THE NEXT PAGE]

OWNER → CITY OF MCCOOK

By: \_\_\_\_\_  
(Authorized Official) (Date)

\_\_\_\_\_  
(Typed or Printed Name) (Title)

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ } SS.

The foregoing instrument was subscribed to and acknowledged before me this \_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as a voluntary act and deed.

\_\_\_\_\_  
Notary Public

**When Recorded, Return to: Legal Division**

**Nebraska Department of Economic Development  
245 Fallbrook Blvd., Suite 002  
Lincoln, NE 68521**

### **DECLARATION OF COVENANT**

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**WHEREAS**, the Department has executed Rural Community Recovery Program (the "**Program**") Subaward Agreement Number 23-RCRP-030 between the Department and the Owner.

**WHEREAS**, the Department has agreed to provide funding via the Program in an amount not to exceed one million, five hundred thousand dollars (\$1,500,000). Such funds were used by the Owner to facilitate the site development for affordable housing, specifically to upgrade and improve two public parks [**Originally Authorized Purpose**], together with certain real property known as 405 East M Street, McCook, NE 69001 (the "**Property**"), as described hereto:

COMMENCING AT A POINT IN THE NORTH LINE OF "M" STREET OF HILLCREST ADDITION TO THE CITY OF MCCOOK, ACCORDING TO THE RECORDED PLAT THEREOF, 20 FEET EAST OF THE SOUTHEAST CORNER OF BLOCK NINE (9), OF SAID ADDITION, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID BLOCK NINE (9) AFORESAID 1319 FEET MORE OR LESS TO INTERSECT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3, NORTH OF RANGE 29; THENCE EAST ALONG SAID QUARTER SECTION LINE 520 FEET MORE OR LESS TO INTERSECT THE WEST LINE OF THIRD STREET EAST OF CITY OF MCCOOK, ACCORDING TO THE RECORDED PLAT THEREOF, EXTENDED NORTH, THENCE SOUTH 1320 FEET MORE OR LESS TO INTERSECT THE NORTH LINE OF "M" STREET AFORESAID EXTENDED EAST; THENCE WEST 520 FEET TO PLACE OF BEGINNING, CONTAINING 15.75 ACRES MORE OR LESS.

COMMENCING AT A POINT IN THE NORTH LINE OF "M" STREET IF EXTENDED EAST, OF HILLCREST ADDITION TO THE CITY OF MCCOOK, ACCORDING TO THE RECORDED PLAT THEREOF, WHICH POINT IS 540 FEET EAST OF THE SOUTHEAST CORNER OF BLOCK 9, OF SAID ADDITION

AND IS IN THE WEST LINE OF 3RD STREET EAST IN THE CITY OF MCCOOK, IF EXTENDED NORTH; THENCE NORTH ALONG THE EAST LINE OF AND ADJOINING THE TRACT KNOWN AS KELLEY PARK, AS DESCRIBED IN A CERTAIN DEDICATION DEED DATED APRIL 20, 1927, FROM GRANTORS TO GRANTEE, FOR 1320 FEET, MORE OR LESS, TO INTERSECT THE QUARTER SECTION LINE RUNNING EAST AND WEST THROUGH SECTION 20, TOWNSHIP 3, NORTH, RANGE 29, WEST IN RED WILLOW COUNTY, NEBRASKA; THENCE EAST IN SAID HALF SECTION LINE 760 FEET MORE OR LESS TO A POINT WHICH IS DUE NORTH OF THE WEST LINE OF 5TH STREET EAST EXTENDED; THENCE SOUTH IN SAID WEST LINE OF 5TH STREET EAST, EXTENDED 1320 FEET MORE OR LESS TO A POINT DUE EAST OF THE PLACE OF BEGINNING; THENCE WEST IN THE NORTH LINE OF "M" STREET EXTENDED 760 FEET MORE OR LESS, TO THE PLACE OF BEGINNING.

**NOW THEREFORE**, in consideration of the premises herein and other good and valuable considerations, the receipt and sufficiency are hereby acknowledged, and the undersigned Owner hereby establishes and agrees to be bound by the Covenant, as follows:

1. **Period of Compliance.** The Property must maintain its Originally Authorized Purpose for a period not less than twenty (20) years, which begins on the date of project completion. This requirement applies without regard to the term of any loan or mortgage or the transfer of ownership but may terminate upon foreclosure or transfer in lieu of foreclosure. The Department may use purchase options, rights of first refusal, or other preemptive rights to purchase the Property before foreclosure or deed in lieu of foreclosure to maintain compliance. The restriction will be revived according to the original terms if, during the original compliance period, the Owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former Owner or those with whom the former Owner has or had family or business ties, obtains an ownership interest in the Property.
2. **Property Condition Standards.** Owner must maintain the Property safe and in good repair. The Property will meet all applicable State and local code requirements and ordinances and be free of all health and safety defects.
3. **Change in Use.** The Property must continue to be used for the development of affordable housing as stated in the Subaward Agreement, for the applicable compliance period, or the Owner does not meet the requirements of the compliance period, then:  
  
Recoupment provisions will be invoked to ensure repayment of funds received from the Program. Several alternative options are available, including but not limited to informal consultation and remediation.  
  
Recouped funds will be paid directly to the United States Department of the Treasury. Other applicable remedies may be taken under state or federal law.
4. **Binding.** All of the conditions, restrictions, and agreements included in this Covenant will be considered to run with the land. In any event, and without regard to technical classification or designation, legal or otherwise, they will be binding to the fullest extent permitted by law and equity and will be enforceable by the Department and its successors and assigns against the Owner and its successors and assigns to any part of the Property, or any interest therein and

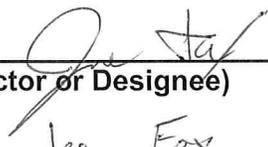
to any part in the possession or occupancy of any part of said Property, that is the subject of this Covenant.

- 5. **Enforcement.** The Department will require from the Owner this Covenant as documentation verifying the existence of and proper recordation of the necessary and appropriate legal instruments for enforcement of the Program requirements and restrictions for the compliance period. This Covenant and other legal instruments will be considered to touch and concern the land, burden and benefit the respective parties, and run with the land so as to be binding upon the Owner and upon their heirs, legal representatives, successors, or assigns in title to the Property.
- 6. **Release.** Upon satisfaction of the terms of this Covenant, the Department will record a release of this Covenant against the Property, and the Owner or their heirs, legal representatives, successors, or assigns in title to this Property, will no longer be bound by the terms of this Covenant.

Any notice, demand, request, consent, approval, or communication that any party desires or is required to give will be in writing and will be served personally or sent by first-class mail, postage prepaid, addressed to the Owner (mailed to the Owner's address), any current mortgage/deed of trust holder of record.

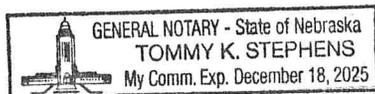
**ACCEPTANCE PROVISIONS.**

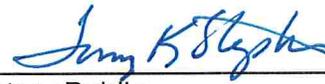
The parties acknowledge they have read and understand this Declaration of Covenant, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	
By: <u></u> (Director or Designee)	<u>3/13/25</u> (Date)
<u>Joe Fox</u> (Typed or Printed Name)	<u>Deputy Director</u> (Title)

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

The foregoing instrument was subscribed to and acknowledged before me this 13<sup>th</sup> day of MARCH, 2025, by Joe Fox as a voluntary act and deed.



  
Notary Public

OWNER → CITY OF MCCOOK

By: \_\_\_\_\_  
(Authorized Official) (Date)

\_\_\_\_\_  
(Typed or Printed Name) (Title)

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ } SS.

The foregoing instrument was subscribed to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ as a voluntary act and deed.

\_\_\_\_\_  
Notary Public

**CITY MANAGER'S REPORT  
MARCH 27, 2025 MCCOOK CITY COUNCIL MEETING**

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**ITEM 3.**

Approve Resolution No. 2025-06 approving the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement.

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**BACKGROUND:**

The Equalis Group is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services. Attached to this report is a proposed Master Intergovernmental Cooperative Purchasing Agreement for the McCook City Council's consideration. The Master Agreement has been established through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure purchasing group members (ie. the City of McCook) stay in compliance with federal and state bidding rules. A number of Nebraska Cities of the First Class have signed on as purchasing group members through the Equalis Group purchasing program, including the Cities of Kearney, York, Gering, and Scottsbluff. The City of McCook has already registered as a purchasing group member of Sourcewell, a similar purchasing organization that specializes in securing competitive bids for public entities.

A copy of the Purchasing Agreement is attached hereto for your consideration.

**APPROVALS:**

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

March 26, 2025

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

March 26, 2025

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, TO JOIN THE EQUALIS GROUP PURCHASING COOPERATIVE IN ACCORDANCE WITH THE JOINT PUBLIC AGENCY ACT.

RECITALS

A. WHEREAS, the Nebraska Joint Public Agency Act (the "Act") authorizes collaboration between public agencies, both within and outside Nebraska, to provide services that support the geographic and economic needs of local communities. NEB. REV. STAT. § 13-2502.

B. WHEREAS, the City of McCook, Nebraska (the "City"), has elected to join the Equalis Group Purchasing Cooperative (the "Cooperative"), a program that facilitates collaboration between public agencies in cooperative purchasing.

C. WHEREAS, the municipal code adopted by the City authorizes cooperative purchasing. Purchasing Procedure § 34.30(K).

D. WHEREAS, the City is authorized to enter into the Equalis Group Purchasing Cooperative by executing the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (a copy of which is attached hereto as **Exhibit A** incorporated herein by reference) pursuant to the Act. NEB. REV. STAT. § 13-2502.

E. WHEREAS, the City desires to participate and join with other public agencies in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions, and services relative to purchasing.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, as follows:

1. The City hereby authorizes the Mayor of the City of McCook to execute the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement.

2. That execution of this Resolution is conclusive evidence that the City Council, as the governing body for the City, has approved of this action and granted the authority described herein. The City Council warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Dated this 27<sup>th</sup> day of March, 2025.

CITY OF MCCOOK, NEBRASKA

By: \_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and President of the Council

ATTEST:

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



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Management Services Agreement ("**Lead Agencies**") with Equalis Group LLC ("**Equalis Group**") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as [www.equalisgroup.org](http://www.equalisgroup.org)) or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

**WHEREAS**, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member's procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: [www.equalisgroup.org/member-registration](http://www.equalisgroup.org/member-registration). You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to [membership@equalisgroup.org](mailto:membership@equalisgroup.org).

Agency Information		
Agency Name:		
Agency Type:		
Agency Department:		
Street Address:		
City / St / Zip:		
Phone #:		
Federal Tax ID:		
Website URL:		

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

**IN WITNESS WHEREOF**, I hereby acknowledge, on behalf of \_\_\_\_\_, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

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