MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, April 20, 2026
5:30 PM - City Council Chambers

Roll Call.
Excuse Absences.
Open Meetings Act Announcement.
Invocation - McCook Ministerial Association - Walter Ray, McCook Baptist Church.
Pledge of Allegiance.
Call to Order.
Individuals who have appropriate items for City Council consideration should complete the "Topic for Consideration for City Council Agenda" form located at the information table by the entrance to the Council Chambers. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting, notification of the date will be given.
Items.

1. Announcements & Recognitions.
2. Proclamations.
   A. Approve the proclamation designating April 24, 2026 as "Arbor Day" in the City of McCook and authorize the Mayor to sign.
   B. Approve a proclamation designating April 19-25, 2026 as “Library Week” and authorize the Mayor to sign.
3. Consent Agenda.
   **The Consent Agenda is approved on one motion. Any item listed on the Consent Agenda may, by the request of any single Council member or public in attendance, be considered as a separate item under the Regular Agenda.*
   A. Approve the minutes of the April 6, 2026 regular City Council meeting.
   B. Receive and file the claims for the month of April 2026, published April 14, 2026.
   C. Receive and file the Financial Report for the period ending March 31, 2026.
   D. Forward to the City's insurance carrier for review and appropriate action a property damage incident form from Paul Baumfalk.
   E. Approve the Cost Reimbursement Research Subaward Agreement between the United States Department of Agriculture (USDA) and the City of McCook for the McCook Tree Removal and Replacement Project and authorize the Mayor to sign all necessary documents.

F. Receive and file Change Order No. 8 for the P.F.C. Gerald L. Walters Youth Sports Complex.
G. Approve Grant of License between the City of McCook and Crystl Chauncy for a portion of the city right-of-way to allow for an existing fence to be replaced.
H. Approve a Grant of License between the City of McCook and Robert Mark and Susan Jean Ihrig, for a portion of the city right-of-way to be used for off-street parking.

4. Regular Agenda.
   A. Approve the request from McCook Rotary to create an arboretum in Kelley Park.
   B. Approve the West Central Nebraska Development District Professional Agreement between WCNDD and the City of McCook for the purpose of conducting a compliant Income Survey for applicable planning, compliance, and funding purposes, which includes eligibility determination under the Community Development Block Grant (CDBG) program.
   C. Adopt Resolution No. 2026-11 authorizing the City of McCook to submit an application to the appropriate federal and state agencies, tendering a census tract proposed for nomination as an Opportunity Zone.
   D. Review and approve the Pre-Application for State and/or Federal assistance (SRF) and authorize the Mayor to sign.
   E. Update regarding the youth sports complex project.
   F. Update regarding the McCook Ben Nelson Regional Airport FBO selection process.
   G. Approve the FY2026-2027 budget schedule.
   H. Council Comments.

Adjournment.

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: **2.A.**

RECOMMENDATION:

APPROVE THE PROCLAMATION DESIGNATING APRIL 24, 2026 AS "ARBOR DAY" IN THE CITY OF McCOOK AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

The City of McCook is designating April 24, 2026 as "Arbor Day" to promote the planting of trees in the City. The City of McCook Tree Board and City Staff is planning a tree planting celebration at St. Patrick Elementary School on Friday April 24th at 1:00 p.m. and we encourage the public to attend.

Members of the McCook Tree Board are Leigh Farrell, Dan Dueland, Ashley Sydow, Johanna Scott and Larry Eisenmenger. The board is assisted by local Arborist Bruce Hoffman.

The City of McCook tree rebate program runs from March 15th thru June 8th and then again in the fall from August 15th thru November 15th. A description of the Tree Rebate Program is attached.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — April 8, 2026

Nate Schneider, City Manager — April 8, 2026

Office of the Mayor
McCook, Nebraska

Proclamation

"ARBOR DAY"

WHEREAS, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, McCook has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices,

NOW, THEREFORE, I, Linda Taylor, Mayor of the City of McCook, Nebraska, do hereby proclaim April 24, 2026 as the day of celebration of "**ARBOR DAY**" in the City of McCook, and urge all citizens to plant a tree and to support efforts to protect our trees and woodlands.

Dated this 20th day of April, 2026.

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

_____

Linda Taylor, Mayor

ATTEST:

_____

Lea Ann Doak, City Clerk

2026 TREE REBATE PROGRAM

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

1. The tree(s) must be planted on your property located in the city limits of McCook.

2. Two trees will be rebated per property owner or tenant, per lot, per spring and per fall. A third tree may be purchased and rebated if at least one of the three trees is planted on the terrace street right-of-way in the spring or in the fall. The owner must contact Digger's Hotline at 1-800-331-5666 for locates prior to planting the tree.

3. Shade, Ornamental, and Focus Trees must be a minimum of six feet (6') high.
   Conifer Trees must be a minimum of four feet (4') high, limited to **ONE** and **CANNOT** be planted on the terrace.

4. Trees must be one of the following types:

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

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

   CONIFER TREES:
   Ponderosa

   FOCUS TREE:
   Sugar Maple

5. Trees must be purchased by residents of McCook from McCook businesses.

6. Trees must be purchased and paid for in full between the dates of March 15, 2026 and June 7, 2026 with rebate requests received by June 19, 2026 in the spring. Trees must be purchased between the dates of August 16, 2026 and November 14, 2026 with rebate requests received by December 6, 2026 in the fall.

7. Upon planting the tree, the property owner shall mulch around the base of the tree a diameter of three (3') feet and two (2") inches deep, with a shredded wood or wood chip type mulching material. The cost of this mulching material may be included in the cost of the tree provided that the cost does not exceed the maximum rebate amount.

8. In order to receive a rebate, the purchaser must present a paid sales receipt stating the type, size and cost of the tree to the City Clerk at the McCook City Offices. Upon presenting the paid sales receipt, the purchaser will be required to sign a certification stating that the tree will be planted in accordance with these guidelines.

9. **FOCUS TREE - SUGAR MAPLE**: A rebate equal to 75% of the total purchase price of each focus tree (price of tree plus price of mulch material), not to exceed $100.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.

10. **SHADE, ORNAMENTAL, & CONIFER TREES**: A rebate equal to 75% of the total purchase price of each shade, ornamental, & conifer tree (price of tree plus price of mulch material), not to exceed $75.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.

11. Non residential or any other special exception plantings must be approved by the McCook Tree Advisory Board before the rebate will be offered.

TREE REBATE CERTIFICATION

TODAY'S DATE _____

NAME _____ ADDRESS _____

PHONE NO. _____ MCCOOK, NEBRASKA 69001

TREE #1: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

TYPE #2: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

TYPE #3: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

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

WHERE PURCHASED _____

DATE OF PURCHASE _____

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

_____ _____
Signature Date

* *

- FOR OFFICE USE ONLY -

ACCOUNT NO. 10-028-52590

REBATE ## _____

AMOUNT OF REBATE $_____

APPROVED FOR PAYMENT BY: _____

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: **2.B.** Approve a proclamation designating April 19-25, 2026 as "Library Week" and authorize the Mayor to sign.

BACKGROUND:

National Library Week, April 19-25, 2026, is a time to celebrate the many ways libraries bring people together, spark imagination, and support lifelong learning. Whether you're a longtime patron or haven't visited in a while, now is the perfect time to explore all the library has to offer. Our library provides many unique programs and services, ensuring that everyone has access to resources that educate, inspire, and connect. The library has something for everyone. Whether you're preparing for a career change, launching a business, raising a family, or embracing retirement, the McCook Public Library is here to support your journey. Libraries serve as hubs for learning, creativity, and connection, helping people of all ages explore new ideas and opportunities. During National Library Week, take time to rediscover the library and see how it draws us together as a community.

First celebrated in 1958, National Library Week is a national observance sponsored by the American Library Association and libraries of all types across the country each April.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak — April 16, 2026
Lea Ann Doak, City Clerk

Tera Koetter — April 16, 2026
Tera Koetter, Assistant City Manager

Nat Schneider (Td) — April 16, 2026
Nathan A. Schneider, City Manager

Office of the Mayor
McCook, Nebraska

Proclamation

"LIBRARY WEEK 2026"

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery;

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment;

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

WHEREAS, libraries partner with schools, businesses, and organizations to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community;

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;

WHEREAS, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;

WHEREAS, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression;

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme "**Find Your Joy**";

NOW, THEREFORE, be it resolved that I, Linda Taylor, Mayor of the City of McCook, proclaim April 19-25, 2026, as **Library Week** in McCook. During this week, I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library helps our community find joy.

Dated this 20th day of April, 2026.

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

_____
Linda Taylor, Mayor

ATTEST:

_____
Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: **3.A.**

Approve the minutes of the April 20, 2026 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak
Lea Ann Doak, City Clerk

April 14, 2026

McCook City Council
April 6, 2026
5:30 P.M.

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 Linda Taylor, Councilmembers Jerry Calvin, Gene Weedin, Jared Muehlenkamp, Darcy Rambali.

Absent: City Attorney Mustion.

City Officials present: City Manager Nate Schneider, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Library Director Jody Crocker, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Building Inspector Barry Mooney; and Senior Services Director Beth Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 2, 2026, 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 Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Invocation was provided by Jeff Donelan, McCook Evangelical Free Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

Mayor Taylor announced that individuals who have appropriate items for City Council consideration should complete the "Topic for Consideration for City Council Agenda" form located at the information table by the entrance to the Council Chambers. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting, notification of the date will be given.

1. Announcements & Recognitions.

City Manager Schneider informed the Council that a Planning Commission meeting is scheduled for April 13, 2026 at 5:15 P.M.

2. Proclamations.

2.A. Approve the proclamation designating April 12 through 18, 2026 as "Public Safety

Telecommunicators Week" and authorize the Mayor to sign.

Police Chief Hodgson presented the request to the Council and recognized the city's dispatchers for the excellent job they do in the operation of the E911 center.

Motion to approve the proclamation designating April 12 through 18, 2026 as "Public Safety Telecommunicators Week" and authorize the Mayor to sign. This motion, made by Rambali and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3. Consent Agenda.

Motion to approve the consent agenda. This motion, made by Weedin and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.A. Approve the minutes of the March 16, 2026 regular City Council meeting.

3.B. Approve and authorize the Mayor to sign a Professional Engineering Agreement with Miller & Associates, Consulting Engineers, P.C. for the design and construction site observation for replacement of the West Golf Course Lift Station Force Main and Lift Station Improvements.

3.C. Receive and file the claims for the month of February 2026, published March 20, 2026.

3.D. Approve the application of the McCook Rotary Club for the temporary closure of city streets for the celebration of National Night Out around Norris Park including the northbound lane of the 700 block Norris Avenue, the 700 block of East 1st Street, the 100 block of East "H" Street, and the 100 block of East "G" Street from 6:00 P.M. until 8:00 P.M. on August 4, 2026.

3.E. Receive and file the Interlocal Contract for Cooperative Purchasing between the City of McCook and HGACBuy.

3.F. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show, including the bandshell and electricity, on September 19, 2026; for the closing of the north bound lane of Norris Avenue from "G" Street to "H" Street and the 100 block of East "G" Street beginning at 1:00 p.m. on Friday, September 18, 2026 until Saturday, September 19, 2026 at 8:00 p.m., the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street from 5:00 A.M. to 8:00 P.M. on September 19, 2026, the 100 block of West "G" street from 5:00 a.m. on Saturday, September 19, 2026 until after the parade; to close Norris Avenue from East "D" Street to East "E" Street on September 19, 2026 between 3:00 p.m. and 10:00 p.m. for October

festivities; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 19, 2026; and to allow the use of the McCook City Library parking lot for additional parking.

3.G. Approve the request from the McCook Chamber of Commerce to close Norris Avenue from East "B" Street to East "D" Street and "C" Street from West 1st Street to East 1st Street on July 16, 2026 from 4:00 P.M. to 10:00 P.M. for their Third Thursday Family Fun on the Bricks event.

3.H. Approve the request from the McCook Chamber of Commerce to close the parking lot located at East 1st and "D" Street on Thursdays from 5:00 P.M. to 8:00 P.M. beginning May 21, 2026 and continuing through October in order to host a farmers market and to allow the Chamber to display a banner to inform the public of the event.

3.I. Approve the request from the McCook Chamber of Commerce to close the following streets for the 10th Annual Cruisin' the Bricks Cruise Night and Car Show; Norris Avenue from the north side of "C" Street to the south side of "E" Street and "D" Street from East 1st Street to West 1st Street, on Saturday, June 27, 2026 from Noon to 7:30 P.M.; and Norris Avenue from the north side of "D" Street to the south side of "E" Street on Saturday, June 27, 2026 from noon to 11:59 P.M.

3.J. Approve the request from the McCook Creative District to close Norris Avenue from the north side of "D" Street to the South Side of "E" Street on May 21, June 18, August 20, September 17, and October 15, 2026 from 4:00 P.M. to 9:00 P.M. for their Third Thursday Events.

3.K. Approve the request from Weathercraft Co. of McCook to close West 4th Street from West "B" Street to West "C" Street on Tuesday, April 7, 2026 from 7:30 A.M. - 10:00 A.M. for the use of a crane for maintenance work for State Farm Insurance.

3.L. Approve the request from Autumn Miller, General Manager of Anytime Fitness, to host a 5K Run utilizing city streets and walking trails on Saturday, September 19, 2026 beginning at 7:00 A.M. and ending around noon.

3.M. Approve the Grant of License with Community Hospital for use of right-of-way on portions of the south side of the 1400 and 1500 blocks of East "J" Street for off street parking use and authorize the Mayor to sign.

3.N. Approve the Grant of License with Community Hospital for use of right-of-way on portions of the south side of the 1400 block of East "J" Street for the installation of electrical infrastructure to serve their expansion project and authorize the Mayor to sign.

4. Regular Agenda.

4.A. Consider the approval of a request from the Southwest Nebraska Freedom Festival

Committee to use ACE funds in the amount of $1,500 for the 4th of July firework display.

Dan Miller, representing the Southwest Nebraska Freedom Festival Committee presented their request for the use of ACE funds for their annual 4th of July celebration.

Motion to approve the request from the Southwest Nebraska Freedom Festival Committee to use ACE funds in the amount of $1,500 for the 4th of July firework display. This motion, made by Calvin and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4.B. Update regarding the youth sports complex project.

City Manger Schneider gave an update regarding the youth sports complex project. Paving of the streets has started, the water and sewer is installed, and work has started on the detention cells; turfing is almost completed on the championship baseball field, with the softball championship field being the last to be completed; and a Infrastructure progress meeting is scheduled for April 9, 2026 at 1:30 P.M.

4.C. Ordinance No. 2026-3115 amending the City of McCook Code of Chapter 38, Fee Schedule, Appendix O; Swimming Pool Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3115 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 38: FEE SCHEDULE, APPENDIX O: SWIMMING POOL ADMISSION FEES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3098 AND ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2026-3115 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Muehlenkamp and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Motion for final passage of Ordinance No. 2026-3115. This motion, made by Calvin and seconded by Muehlenkamp, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Mayor Taylor stated for the record that Ordinance No. 2026-3115 is declared lawfully passed and adopted upon publication as required by law.

4.D. Council Comments.

Councilmember Weedin reminded all that the Choice Gas selection period will end on April 22 and encouraged all to make their selection.

4.E. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - McCook Professional Firefighters Association Local 2100.

Motion to go into executive session for the protection of public interest for a strategy session with respect to collective bargaining - McCook Professional Firefighters Association Local 2100 at 5:52 P.M. This motion, made by Calvin and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to collective bargaining - the McCook Professional Firefighters Association Local 2100. The Council will reconvene in public session following this closed session.

Included in the closed session were City Manager Schneider, Assistant City Manager Koetter, City Clerk Doak, and Fire Chief Harpham.

I move to come out of executive session at 5:59 P.M. This motion, made by Calvin and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4.F. Adopt Resolution No. 2026-09 and Resolution No. 2026-10, amending the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028, to reflect the approval of Resolution No. 2022-16 and Resolution No. 2022-17 by the City Council on November 7, 2025 and authorize the Mayor to sign said agreements.

Motion to adopt Resolution No. 2025-30 and Resolution No. 2025-31, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028 and authorize the Mayor to sign said agreements. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:02 P.M.

_____

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

_____

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: **3.B.**

Receive and file the claims for the month of April 2026, published April 14, 2026.

BACKGROUND:

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

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

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk — April 14, 2026

Tera Koetter, Assistant City Manager — April 14, 2026

Nathan A. Schneider, City Manager — April 14, 2026

CITY OF MCCOOK
CLAIMS FOR MARCH 2026

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

7-D LOCKSHOP-S 403.89; ACE-S 3039.71; ACME PRINTING-S 50.00, SC 75.68; AKRS- S 933.58; ALLEY POYNER-SC 5610.00; AMAZONS SC 1907.26, S 1881.56; AMERICAN AG LAB-SC 1116.67; AMERICAN ELECTRIC-S 116.71; AMERICAN LEGAL PUBLISHING-SC 1964.38; AMERITAS-CLAIMS-SC 5149.64; AMERITAS DENTAL-SC 453.72; ANYTIME TRI-STATE TOWING-SC 185.00; ARNOLD MOTOR SUPPLY-S 901.63; ARROW CAR WASH-S 24.98; AT&T-SC 451.58; ATR LIGHTING-SC 311.09; AURORA COOP-S 6680.70; AVFUEL CORP-S 25103.13; BAIRD HOLM-S 170.00; BENCHMARK GOV'T-SC 454.05; BISHOP BUSINESS EQ-SC 1458.00; BLACK HILLS ENERGY-SC 6830.01, S 719.85; BOMGAARS-S 569.72; BROWN & BROWN-SC 10000.00; T BURKEY-SC 121.25; BW TELCOM-SC 144.14; C&K-S 104.93; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 605.74; CASH WA-S 15221.71; CENTURY LINK-SC 968.30; CITY OF MCCOOK-PS 476689.33; CITY SELF INS-BT 200191.50; SALES TAX-BT 46886.79; TRANSFER STATION-S 3713.12; UTILITIES-SC 3759.29, S 63.69; COMPANY TWO, LLC-CO 141821.50; COMPUTER SUPPLIES AND SRVS-S 484.79; CORE & MAIN-CO 3769.04; J CROCKER-SC 323.55; CULLIGAN-S 38.50; P. CUMPSTON-SC 117.00; D&S HARDWARE-SC 22.05, S 204.76; DAS ACCT-SC 1766.08, S 66.00; DEFENSE TECH-SC 675.00; DEMCO INC-S 189.38; DEVENY-S 117.45; L. DOAK-SC 527.25; EAKES-S 782.11, CO 2986.32, SC 6935.47; ELLERBROCK-NORRIS-SC 1250.00; FASTENAL-S 341.76; FICA-PS 24544.76; FLOYD'S TRUCK CENTER-S 1372.21; FRONTIER COMMUNICATIONS-SC 34.19; GALLS-S 73.74; GARRISONS-S 346.00; GLASS EXPRESS-S 83.64; GRAHAM TIRE OF KEARNEY-S 3028.26; GRAINGER INC-S 908.29; GREAT PLAINS COMM-SC 3210.74, S178.56; HANCOCK LUMBER-S 206.72; HENNING BROS-SC 59.00; HINKLE TERMITE & PEST-S 520.00; HOLIDAY INN-SC 716.00; HOMETOWN LEASING-SC 1132.53; HONORBOUND IT-S 300.00; IDEAL LINEN-S 93.15; INDELCO PLASTICS-S 457.58; INT'L SOCIETY OF FIRE-SC 150.00; J BAR J LANDFILL-SC 44170.27; JOHNSTONE SUPPLY-S 304.96; K-C MOTOR & ELEC-S 12.00; KIDS REF CO-S 155.20; K. KORGAN-S 48.00; LIFE-ASSIST-S 389.47: MAMMOTH-CO 1968931.45; MCCOOK CONCRETE-S 524.20; MC GAZETTE-SC 1176.13, S 153.77; MC HUMANE SOCIETY-S 5168.77; MPPD-SC 907.34; MCNET -SC 109.90; T. MCGINLEY-SC 94.00; MCKESSON MEDICAL-S 237.56; MEAD- S 450.84; MEDC-LB840 PAYMENTS-SC 45509.33 ; MEDICARE-PS 6695.40; MICROMARKETING-S 3990.34; MIDAMERICA BOOKS-S 217.36; MIDWEST CONNECT-S 318.20, SC 2356.98; MILLER & ASSOC.-CO 38930.25, SC 5850.00; B. MINTLING-S 3840.00; C MOLCYK-SC 32.00; MOTOROLA SOLUTIONS-S 1471.00; MOUSEL,

BROOKS, SCHNEIDER, MUSTION-SC 5133.00; J. MUEHLENKAMP-SC 324.54; MUTUAL OF OMAHA-SC 1016.51; NATP-SC 95.00; NE DEPT REV SALES TAX-SC 13448.13; NE DEPT REV-LOTTERY-SC 100.00; NE LIBRARY COMMISSION-SC 2821.00; NE LAWENFORCEMENT INTEL-SC 250.00; NE LIBRARY ASSOC-SC 75.00; NE STATE PATROL-S 551.00; M NELSON-SC 95.08; NICK'S DIST-SC 37.90, S 230.86; NIPPON SONSO METHESON, INC-S 101.59; NPPD-SC 29344.82, S 1444.02; NSVFA FIRE-SC 150.00; O'REILLY AUTO PARTS-S 36.66; ODISS ENT-S 3010.00; Z. OLIVER-S 6390.00; OMAHA WORLD-HERALD-S 1114.99; ONE BILLING SOLUTIONS-SC 4658.35; ONE CALL-SC 69.85; PARDE ELECTRIC-S 310.78; PAULSEN INC-CO 364607.14; PLATTE VALLEY COMMUNICATION-S 310.00; POLYDYNE-S 1620.00; PRAIRIE STATES COMM-CO 11130.00; PYE-BARKER FIRE & SAFETY-SC 2350.00; QUALITY URGENT CARE-SC 95.00; QUILL-S 67.78; RJ THOMAS MFG-S 2869.00; RUGGLES TRAILER-SC 45.00; M. SCHOENEMANN-SC 32.00; SCOTTIES POTTIES-S 250.00; SHURCO-S 2081.77; K. SIEBRANDT-SC 226.78; B. SIEGFRIED-SC 429.23; SWNAC-S 20.00; SOUTHWEST FARM & AUTO-S 111.32; T STEWART-S 4560.00; STREAKY CLEAN WINDOWS-S 2080.00; SUBSURFACE SOLUTIONS-SC 12427.46; THUNDER PROMOTIONS, LLC-S 300.00; TITAN MACHINERY-S 27.59; TRAVELERS-SC 1742.00; TREVIPAY-WALMART-SC 801.70, S 2833.35; UMR-SC 238732.80; UTILITY REFUNDS-S 79.83; US FOODS-S 821.12; R VANPELT-SC 35.00; T VANPELT-SC 35.00; N VARGAS-SC 295.80; VERIZON-SC 5248.99; VOLZ- S 1479.33; WAGNER FORD TOYOTA- SC 426.93; WEX BANK-SC-32.80, S 10520.67; WORKERSAFE-SC 950.00; WPCI-SC 96.00; ZOLL-S 124.64.

-s-Lea Ann Doak, City Clerk

PUBLISH: APRIL 14, 2026

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: **3.C.**

Receive and file the Financial Report for the period ending March 31, 2026.

BACKGROUND:

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2025, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on March 31, 2026.

Per the Banking Services Agreement with MNB Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of $100,000 to the Primary Operating Account to cover disbursements as they clear the bank. That is why the Beginning Cash Balance in the Primary Operating Account is ($227,365.77), issued checks had not yet cleared the bank. The Payroll Account is also a sweep account and maintains a $1,000 balance.

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

The MNB Bank - Bond Projects and ICS Public Funds are the two accounts setup for the handling of the funds received from the $15,640,000 Municipal Improvement Bond Anticipation Notes, Series 2025 issued for the sports comlpex project. Per the agreement with MNB Bank, all funds were deposited into the ICS Public Funds Account, which is an interest bearing account. All disbursements are issued from the Bond Projects Account and funds are swept from the ICS Public Funds Account to cover them as they clear the bank. That is why the Ending Cash Balance in the MNB Bank - Bonds Project Account is ($1,988,155.00), issued checks had not yet cleared the bank

Attachment B gives the ending cash balances by fund as of March 31, 2026.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending March 31, 2026.

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

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak

Lea Ann Doak, City Clerk-Treasurer — April 16, 2026

Tera Koetter

Tera Koetter, Assistant City Manager — April 16, 2026

Nathan A. Schneider, City Manager — April 16, 2026

ATTACHMENT A

City of McCook, Nebraska
TREASURER'S REPORT
Period Ending: March 31, 2026 (unaudited)

Beginning Cash on Hand, October 1, 2025				
MNB Bank - Public Funds	$	20,744,154.44		
MNB Bank - Primary Operating	$	(227,365.77)		
MNB Bank - LB840 Funds	$	1,735,561.20		
MNB Bank - Payroll	$	1,000.00		
MNB Bank - CRA	$	57.93		
Purchases Account	$	10,000.00		
Petty Cash	$	1,285.00		
NDEQ Irrevocable Escrow	$	98,559.01		
MNB Bank - Pension	$	6,061.67		
MNB Bank - Bond Projects	$	(824,076.80)		
MNB - ICS Public Funds	$	13,508,843.09		
TOTAL BEGINNING CASH			$	**35,054,079.77**
Receipts:				
Taxes	$	3,801,097.41		
Fees, Permits and Licenses	$	323,981.15		
Intergovernmental Services	$	1,053,539.28		
Charges - Current Services	$	1,841,053.34		
Public Utilities	$	2,428,851.00		
Use of Money & Property	$	1,665,412.30		
Interfund Transfers	$	3,348,599.22		
Other Revenue	$	9,939,810.76		
Unapplied/Accounts Payable	$	(212.81)		
PLUS TOTAL RECEIPTS			$	**24,402,131.65**
Disbursements:				
Personal Services	$	4,625,508.50		
Supplies	$	1,157,742.09		
Services & Charges	$	4,545,405.01		
Budget Transfers	$	1,908,258.81		
Capital Outlay	$	14,209,149.79		
Unapplied/Accounts Payable	$	-		
MINUS TOTAL DISBURSEMENTS			$	**26,446,064.20**
Ending Cash Balance March 31, 2026				
MNB Bank - Public Funds	$	23,343,640.43		
MNB Bank - Primary Operating	$	132,007.81		
MNB Bank - LB840 Funds	$	1,362,788.53		
MNB Bank - Payroll	$	1,000.00		
MNB Bank - CRA	$	57.93		
Petty Cash	$	1,150.00		
Purchase Account	$	10,000.00		
NDEQ Irrevocable Escrow	$	100,439.81		
MNB Bank - Pension	$	14,661.69		
MNB Bank - Bond Projects	$	(1,988,155.00)		
MNB - ICS Public Funds	$	10,032,556.02		
TOTAL ENDING CASH	$	33,010,147.22	$	**33,010,147.22**

Dated: March 31, 2026

-s- Lea Ann Doak, City Clerk

ATTACHMENT B

City of McCook, Nebraska
TREASURER'S REPORT
CASH BALANCE BY FUNDS
Period Ending March 31, 2026 (unaudited)

Beginning Cash on Hand, October 1, 2024	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	$ 4,372,451.67	$ 5,280,017.57	$ 5,574,407.60	$ 4,078,061.64
General Fund Unapplied/Accts. Payable	$ 3,069.16	$ (449.32)	$ -	$ 2,619.84
Street Fund - 15	$ 371,410.54	$ 186,790.14	$ -	$ 558,200.68
Special Revenue - 20	$ 13,912,795.43	$ 8,774,727.14	$ 11,806,619.17	$ 10,880,903.40
Special Revenue Unapplied/Accts. Payable	$ -		$ -	$ -
Debt Service - 30	$ 191,173.43	$ 3,580.00	$ -	$ 194,753.43
Community Redevelopment Authority - 40	$ 57,306.36	$ 328,155.58	$ 274,596.29	$ 110,865.65
Economic Development Fund - 45	$ 1,251,820.27	$ 847,208.91	$ 717,322.73	$ 1,381,706.45
Pension Trust - 50	$ 6,061.67	$ 18,037.00	$ 9,436.98	$ 14,661.69
Trust & Agency - 60	$ 382,242.60	$ 92,340.85	$ 67,330.24	$ 407,253.21
Trust & Agency Unapplied/Accts. Payable			$ -	$ -
Internal Service Fund - 65	$ 1,217,941.51	$ 1,670,672.68	$ 1,744,690.18	$ 1,143,924.01
Enterpirse Fund - 70	$ 10,824,842.39	$ 6,209,415.23	$ 5,436,269.90	$ 11,597,987.72
Enterprise Fund Unapplied/Accts. Payable	$ 40.80	$ 236.51	$ -	$ 277.31
Capital Improvement - 80	$ 2,462,923.94	$ 991,399.36	$ 815,391.11	$ 2,638,932.19
Capital Improve Unapplied/Accts. Payable			$ -	$ -
BALANCES	**$ 35,054,079.77**	**$ 24,402,131.65**	**$ 26,446,064.20**	**$ 33,010,147.22**

Dated: March 31, 2026

-s- Lea Ann Doak, City Clerk

ATTACHMENT C

CITY OF McCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MARCH 31ST, 2026

10 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL REVENUE	13,205,180	13,205,180	992,901.28	5,206,843.77	4,368,510.89	7,998,336.23	60.57
RESERVES/CO TREASURER BAL	2,146,043	2,146,043	32,370.80	73,173.80	81,018.59	2,072,869.20	96.59
TOTAL REVENUES	15,351,223	15,351,223	1,025,272.08	5,280,017.57	4,449,529.48	10,071,205.43	65.61

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	1,066,720	1,066,720	78,406.46	492,095.75	457,096.94	574,624.25	53.87
PUBLICITY	7,300	7,300	110.52	1,560.68	5,926.42	5,739.32	78.62
AUDITORIUM	110,343	110,343	2,501.88	58,080.14	59,644.56	52,262.86	47.36
COUNCIL	644,664	644,664	67,921.93	515,358.13	452,982.10	129,305.87	20.06
POLICE	2,623,249	2,623,249	158,570.42	1,119,228.92	949,626.79	1,504,020.08	57.33
MUNICIPAL CENTER	174,668	174,668	7,693.13	93,127.31	118,077.64	81,540.69	46.68
PUBLIC SAFETY CENTER(OLD)	0	0	0.00	455.00	0.00	(455.00)	0.00
FIRE	2,940,515	2,940,515	226,877.39	866,766.49	710,412.45	2,073,748.51	70.52
AMBULANCE	207,632	207,632	7,135.91	93,554.40	92,001.12	114,077.60	54.94
CIVIL DEFENSE	11,968	11,968	116.64	1,234.35	1,119.29	10,733.65	89.69
BUILDING & ZONING	119,443	119,443	9,048.08	63,584.15	52,571.48	55,858.85	46.77
LIBRARY	495,084	495,084	36,088.85	233,999.52	210,632.24	261,084.48	52.74
STREET	1,398,861	1,398,861	77,925.57	551,321.03	572,411.08	847,539.97	60.59
CEMETERY	325,194	325,194	12,776.89	148,011.50	98,281.59	177,182.50	54.49
PARKS	344,732	344,732	15,158.60	144,605.05	112,653.93	200,126.95	58.05
BALL PARKS	295,881	295,881	7,113.01	96,229.54	61,398.87	199,651.46	67.48
POOL	258,955	258,955	5,841.81	9,746.87	4,260.10	249,208.13	96.24
AIRPORT	212,903	212,903	10,689.61	108,989.79	98,782.12	103,913.21	48.81
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	25,000	25,000	775.86	6,612.98	5,695.34	18,387.02	73.55
SENIOR CENTER	569,585	569,585	40,142.03	261,758.30	244,695.25	307,826.70	54.04
PUBLIC TRANSPORTATION	228,311	228,311	16,595.10	110,087.54	101,973.66	118,223.46	51.78
HEALTH OPERATING	1,114,200	1,114,200	92,850.00	557,100.00	458,449.98	557,100.00	50.00
RESERVES/CO TREASURER BAL	746,043	746,043	0.00	40,900.16	120,995.79	705,142.84	94.52
TOTAL EXPENDITURES	13,931,251	13,931,251	874,339.69	5,574,407.60	4,989,688.74	8,356,843.40	59.99
REVENUES OVER/(UNDER) EXPENDITURES	1,419,972	1,419,972	150,932.39	(294,390.03)	(540,159.26)	1,714,362.03	120.73

15 -STREET FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
STREET IMPROVEMENTS	544,401	544,401	181,020.14	186,790.14	182,936.58	357,610.86	65.69
TOTAL REVENUES	544,401	544,401	181,020.14	186,790.14	182,936.58	357,610.86	65.69

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	544,401	544,401	0.00	0.00	573,263.70	544,401.00	100.00
TOTAL EXPENDITURES	544,401	544,401	0.00	0.00	573,263.70	544,401.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0	0	181,020.14	186,790.14	(390,327.12)	(186,790.14)	0.00

CITY OF McCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MARCH 31ST, 2026

20 -SPECIAL REVENUE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

REVENUE SUMMARY

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	1,356,074	1,356,074	2,087.00	12,518.00	9,631.00	1,343,556.00	99.08
PUBLIC TRANSIT GRANTS	0	0	0.00	0.00	0.00	0.00	0.00
ACE REVENUE SHARING	43,432	43,432	197.00	20,251.00	21,570.00	23,181.00	53.37
MCCOOK RECREATIONAL TRAIL	60,586	60,586	197.00	1,138.00	1,299.00	59,448.00	98.12
CCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	0.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	119,967	119,967	379.00	2,240.00	2,569.00	117,727.00	98.13
ENHANCED E911	83,073	83,073	655.65	13,808.43	14,924.57	69,264.57	83.38
INSURANCE REIMBURSEMENT	223,664	223,664	12,690.10	1,858,026.44	55,250.99	(1,634,362.44)	730.72-
PSAP FUNDS	91,814	91,814	5,849.90	34,938.40	33,104.22	56,875.60	61.95
MUNICIPAL FACILITY CONST	34,785	34,785	112.00	665.00	0.00	34,120.00	98.09
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AME RESCUE PLAN ACT-ARPA	1,890	1,890	0.00	0.00	4,656.00	1,890.00	100.00
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
SWIMMING POOL PROJECT	94,143	94,143	161.00	1,051.00	281,000.00	93,092.00	98.88
DISC GOLF PROJECT	1,104	1,104	1.00	1,049.00	2,810.00	55.00	4.98
PLAYGROUND EQUIPMENT PROJ	960,781	960,781	550,000.00	555,053.00	237,530.08	405,728.00	42.23
CCCFF GRANT-CREATIVE DIST	101,989	101,989	119.00	1,034.00	2,043.00	100,955.00	98.99
SPORTS COMPLEX PROJECT	12,227,085	12,227,085	30,748.10	6,272,954.87	53,525.75	5,954,130.13	48.70
NEBR COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	15,430,029	15,430,029	603,196.75	8,774,727.14	719,913.61	6,655,301.86	43.13

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	1,356,074	1,356,074	0.00	0.00	9,886.08	1,356,074.00	100.00
PUBLIC TRANSIT GRANTS	0	0	0.00	0.00	0.00	0.00	0.00
ACE REVENUE SHARING	43,432	43,432	0.00	1,604.08	3,007.50	41,827.92	96.31
MCCOOK RECREATIONAL TRAIL	60,586	60,586	0.00	0.00	0.00	60,586.00	100.00
CCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	0.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	119,967	119,967	0.00	0.00	21,483.00	119,967.00	100.00
ENHANCED E911	83,073	83,073	0.00	1,800.00	1,800.00	81,273.00	97.83
INSURANCE REIMBURSEMENT	223,664	223,664	0.00	2,422.00	191,340.52	221,242.00	98.92
PSAP FUNDS	91,814	91,814	1,499.59	18,657.59	17,893.99	73,156.41	79.68
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AME RESCUE PLAN ACT-ARPA	1,890	1,890	0.00	0.00	210,436.96	1,890.00	100.00
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
SWIMMING POOL PROJECT	94,143	94,143	2,256.32	12,043.73	6,520.00	82,099.27	87.21
DISC GOLF PROJECT	1,104	1,104	0.00	5,237.39	1,620.00	(4,133.39)	374.40-
PLAYGROUND EQUIPMENT PROJ	960,781	960,781	0.00	1,067,718.93	0.00	(106,937.93)	11.13-
CCCFF GRANT-CREATIVE DIST	101,989	101,989	5,610.00	32,850.00	12,637.50	69,139.00	67.79
SPORTS COMPLEX PROJECT	12,227,085	12,227,085	2,372,468.84	10,664,285.45	1,644,978.47	1,562,799.55	12.78
NEBR COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	15,430,029	15,430,029	2,381,834.75	11,806,619.17	2,121,604.02	3,623,409.83	23.48
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,778,638.00)	(3,031,892.03)	(1,401,690.41)	3,031,892.03	0.00

CITY OF McCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MARCH 31ST, 2026

30 -DEBT SERVICE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	190,946	190,946	611.00	3,580.00	4,101.00	187,366.00	98.13
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	190,946	190,946	611.00	3,580.00	4,101.00	187,366.00	98.13

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	190,946	190,946	0.00	0.00	250,000.00	190,946.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	190,946	190,946	0.00	0.00	250,000.00	190,946.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0	0	611.00	3,580.00	(245,899.00)	(3,580.00)	0.00

40 -COMMUNITY DEVELOPMENT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	2,189.61	3,208.59	28,810.39	92.94
CITY INVESTMENTS	57,313	57,313	183.00	230,315.10	1,253.00	(173,002.10)	301.85-
NORTH POINTE	40,000	40,000	1,857.95	4,861.21	4,761.72	35,138.79	87.85
CLARY VILLAGE LLC	9,500	9,500	0.00	1,879.47	4,134.88	7,620.53	80.22
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	23,257.93	5,422.56	36,742.07	61.24
QUILLAN COURTS	15,000	15,000	2,866.93	5,200.00	5,940.80	9,800.00	65.33
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	8,816.47	9,483.29	91,183.53	91.18
NEXT GENERATION	260,000	260,000	0.00	23,927.04	135,595.11	236,072.96	90.80
N-STANT CONVENIENCE	6,000	6,000	0.00	469.79	505.31	5,530.21	92.17
BLACKWOOD ENTERPRISES	10,000	10,000	0.00	9,937.75	6,482.05	62.25	0.62
MEDC INFILL HOUSING	6,000	6,000	0.00	534.01	512.00	5,465.99	91.10
ENG INTL - RESTORED HOMES	10,000	10,000	0.00	1,803.54	86.50	8,196.46	81.96
NORTH POINTE II	35,000	35,000	0.00	3,388.53	0.00	31,611.47	90.32
MCK BUSINESS PK PHASE II	170,000	170,000	0.00	4,835.01	0.00	165,164.99	97.16
ELEVATE WELLNESS	24,000	24,000	0.00	592.69	0.00	23,407.31	97.53
R PERRY DEVELOPMENT	17,055	17,055	0.00	6,147.43	0.00	10,907.57	63.96
TOTAL REVENUES	850,868	850,868	4,907.88	328,155.58	177,385.81	522,712.42	61.43

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	57,313	57,313	0.00	229,237.10	65,000.00	(171,924.10)	299.97-
NORTH POINTE	40,000	40,000	0.00	0.00	0.00	40,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	1,879.47	3,433.81	7,620.53	80.22
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	23,257.93	0.00	36,742.07	61.24
QUILLAN COURTS	15,000	15,000	0.00	2,333.07	8,681.25	12,666.93	84.45
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
NEXT GENERATION	260,000	260,000	0.00	0.00	109,858.70	260,000.00	100.00
N-STANT CONVENIENCE	6,000	6,000	0.00	0.00	0.00	6,000.00	100.00
BLACKWOOD ENTERPRISES	10,000	10,000	0.00	9,937.75	5,022.70	62.25	0.62
MEDC INFILL HOUSING	6,000	6,000	0.00	0.00	0.00	6,000.00	100.00
ENG INTL - RESTORED HOMES	10,000	10,000	0.00	1,803.54	0.00	8,196.46	81.96
NORTH POINTE II	35,000	35,000	0.00	0.00	0.00	35,000.00	100.00
MCK BUSINESS PK PHASE II	170,000	170,000	0.00	0.00	0.00	170,000.00	100.00
ELEVATE WELLNESS	24,000	24,000	0.00	0.00	0.00	24,000.00	100.00
R PERRY DEVELOPMENT	17,055	17,055	0.00	6,147.43	0.00	10,907.57	63.96
TOTAL EXPENDITURES	850,868	850,868	0.00	274,596.29	191,996.46	576,271.71	67.73
REVENUES OVER/(UNDER) EXPENDITURES	0	0	4,907.88	53,559.29	(14,610.65)	(53,559.29)	0.00

CITY OF McCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MARCH 31ST, 2026

45 -ECONOMIC DEVELOPMENT FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
ECONOMIC DEVELOPMENT FUN	1,951,068	1,951,068	50,815.93	847,208.91	315,955.12	1,103,859.09	56.58
TOTAL REVENUES	1,951,068	1,951,068	50,815.93	847,208.91	315,955.12	1,103,859.09	56.58

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	1,951,068	1,951,068	45,509.33	717,322.73	645,897.69	1,233,745.27	63.23
TOTAL EXPENDITURES	1,951,068	1,951,068	45,509.33	717,322.73	645,897.69	1,233,745.27	63.23
REVENUES OVER/(UNDER) EXPENDITURES	0	0	5,306.60	129,886.18	(329,942.57)	(129,886.18)	0.00

CITY OF McCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MARCH 31ST, 2026

50 -PENSION TRUST
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
POLICE OFFICER DISABILIT	24,051	24,051	12.35	18,037.00	19,065.68	6,014.00	25.01
TOTAL REVENUES	24,051	24,051	12.35	18,037.00	19,065.68	6,014.00	25.01

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	24,051	24,051	1,572.83	9,436.98	9,436.98	14,614.02	60.76
TOTAL EXPENDITURES	24,051	24,051	1,572.83	9,436.98	9,436.98	14,614.02	60.76
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,560.48)	8,600.02	9,628.70	(8,600.02)	0.00

CITY OF McCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MARCH 31ST, 2026

60 -AGENCY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
PERPETUAL CARE	162,488	162,488	1,085.00	5,533.00	9,946.00	156,955.00	96.59
SENIOR CENTER CONTRIBUTIO	81,491	81,491	415.00	7,927.00	9,790.00	73,564.00	90.27
SCHOOL	9,700	9,700	3,650.00	4,855.00	6,995.00	4,845.00	49.95
FIRE CONTRIBUTIONS	15,786	15,786	250.00	6,350.00	10,532.40	9,436.00	59.77
LIBRARY MEMORIAL	72,286	72,286	239.00	26,900.00	5,100.00	45,386.00	62.79
COMMUNITY BETTERMENT	70,915	70,915	4,955.56	34,397.50	28,014.17	36,517.50	51.49
DARE CONTRIBUTIONS	2,687	2,687	300.00	1,100.00	1,500.00	1,587.00	59.06
PUBLIC WORKS CONTRIBUTION	10,315	10,315	501.60	5,178.35	3,837.70	5,136.65	49.80
AMBULANCE CONTRIBUTIONS	7,840	7,840	0.00	0.00	0.00	7,840.00	100.00
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	25,863	25,863	0.00	0.00	100.00	25,863.00	100.00
FIRE TRAINING TRAILER	12,948	12,948	0.00	100.00	0.00	12,848.00	99.23
TOTAL REVENUES	476,635	476,635	11,396.16	92,340.85	75,815.27	384,294.15	80.63

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	162,488	162,488	0.00	0.00	0.00	162,488.00	100.00
SENIOR CENTER CONTRIBUTIO	81,491	81,491	0.00	1,469.05	0.00	80,021.95	98.20
SCHOOL	9,700	9,700	0.00	1,205.00	2,980.00	8,495.00	87.58
FIRE CONTRIBUTIONS	15,786	15,786	0.00	18,106.00	292.36	(2,320.00)	14.70-
LIBRARY MEMORIAL	72,286	72,286	0.00	9,419.45	2,855.76	62,866.55	86.97
COMMUNITY BETTERMENT	70,915	70,915	3,437.00	32,963.00	36,250.00	37,952.00	53.52
DARE CONTRIBUTIONS	2,687	2,687	0.00	1,048.74	1,012.71	1,638.26	60.97
PUBLIC WORKS CONTRIBUTION	10,315	10,315	2,869.00	2,869.00	0.00	7,446.00	72.19
AMBULANCE CONTRIBUTIONS	7,840	7,840	0.00	250.00	350.00	7,590.00	96.81
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	25,863	25,863	0.00	0.00	0.00	25,863.00	100.00
FIRE TRAINING TRAILER	12,948	12,948	0.00	0.00	0.00	12,948.00	100.00
TOTAL EXPENDITURES	476,635	476,635	6,306.00	67,330.24	43,740.83	409,304.76	85.87
REVENUES OVER/(UNDER) EXPENDITURES	0	0	5,090.16	25,010.61	32,074.44	(25,010.61)	0.00

CITY OF McCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MARCH 31ST, 2026

65 -INTERNAL SERVICE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FLEX DEPENDENT CARE	0	0	0.00	0.00	(1,042.81)	0.00	0.00
FLEX - MEDICAL	53,240	53,240	3,175.94	18,273.69	16,087.60	34,966.31	65.68
SELF INSURED HEALTH INSUR	3,322,068	3,322,068	282,426.22	1,652,398.99	1,657,969.32	1,669,669.01	50.26
TOTAL REVENUES	3,375,308	3,375,308	285,602.16	1,670,672.68	1,673,014.11	1,704,635.32	50.50

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	0	0	0.00	0.00	0.00	0.00	0.00
FLEX - MEDICAL	53,240	53,240	11,209.10	22,241.21	14,555.82	30,998.79	58.22
SELF INSURED HEALTH INSUR	3,322,068	3,322,068	244,143.57	1,722,448.97	1,865,254.94	1,599,619.03	48.15
TOTAL EXPENDITURES	3,375,308	3,375,308	255,352.67	1,744,690.18	1,879,810.76	1,630,617.82	48.31
REVENUES OVER/(UNDER) EXPENDITURES	0	0	30,249.49	(74,017.50)	(206,796.65)	74,017.50	0.00

CITY OF McCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MARCH 31ST, 2026

70 -ENTERPRISE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

REVENUE SUMMARY

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	171,800	171,800	5,890.86	35,284.23	35,351.18	136,515.77	79.46
SOLID WASTE - COLLECTION	1,130,901	1,130,901	84,698.71	512,759.27	488,788.58	618,141.73	54.66
SOLID WASTE - TRANSFER ST	1,630,029	1,630,029	119,138.10	810,504.38	633,296.68	819,524.62	50.28
LANDFILL RESERVE	698,377	698,377	9,877.00	58,555.00	59,364.00	639,822.00	91.62
SOLID WASTE - DISPOSAL	598,680	598,680	42,636.13	234,882.93	535,341.96	363,797.07	60.77
WATER MAINTENANCE & OPERA	5,627,157	5,627,157	215,261.64	1,415,278.94	1,426,626.99	4,211,878.06	74.85
WATER BOND & INTEREST RED	1,360,612	1,360,612	44,673.00	266,009.00	225,551.00	1,094,603.00	80.45
WATER CAPITAL - REPLACEME	25,559,304	25,559,304	48,405.00	690,196.00	836,841.00	24,869,108.00	97.30
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	197,190	197,190	730.88	2,683.81	4,073.29	194,506.19	98.64
SEWER MAINTENANCE & OPERA	4,350,160	4,350,160	224,779.41	1,184,756.79	1,028,085.55	3,165,403.21	72.77
SEWER BOND & INTEREST RES	142,706	142,706	442.00	2,624.00	3,002.00	140,082.00	98.16
SEWER CAPITAL - REPLACEME	15,743,576	15,743,576	55,705.00	332,258.00	246,904.00	15,411,318.00	97.89
SEWER CAPITAL - DEVELOPME	1,627	1,627	7.00	40.00	46.00	1,587.00	97.54
COMBINED UTILITIES	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
ELECTRIC UTILITY	1,330,000	1,330,000	112,592.16	663,582.88	665,086.43	666,417.12	50.11
TOTAL REVENUES	59,042,965	59,042,965	964,836.89	6,209,415.23	6,188,358.66	52,833,549.77	89.48

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	11,550	11,550	543.99	2,799.95	1,524.39	8,750.05	75.76
SOLID WASTE - RECYCLING	237,234	237,234	14,620.78	71,628.77	69,994.72	165,605.23	69.81
SOLID WASTE - COLLECTION	1,130,901	1,130,901	62,877.94	533,648.52	466,180.73	597,252.48	52.81
SOLID WASTE - TRANSFER ST	1,553,045	1,553,045	101,620.97	720,881.56	740,201.41	832,163.44	53.58
LANDFILL RESERVE	698,377	698,377	0.00	0.00	154,470.00	698,377.00	100.00
SOLID WASTE - DISPOSAL	598,680	598,680	28,358.19	220,604.99	542,841.96	378,075.01	63.15
WATER MAINTENANCE & OPERA	5,627,157	5,627,157	182,556.56	1,546,789.62	1,384,944.36	4,080,367.38	72.51
WATER BOND & INTEREST RED	1,360,612	1,360,612	0.00	80,753.92	59,475.18	1,279,858.08	94.06
WATER CAPITAL - REPLACEME	25,559,304	25,559,304	0.00	397,150.24	188,359.10	25,162,153.76	98.45
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	197,190	197,190	0.00	0.00	0.00	197,190.00	100.00
SEWER MAINTENANCE & OPERA	4,350,160	4,350,160	54,859.70	999,668.89	956,156.49	3,350,491.11	77.02
SEWER BOND & INTEREST RES	142,706	142,706	0.00	0.00	0.00	142,706.00	100.00
SEWER CAPITAL - REPLACEME	15,743,576	15,743,576	90,180.69	198,760.56	105,507.27	15,544,815.44	98.74
SEWER CAPITAL - DEVELOPME	1,627	1,627	0.00	0.00	0.00	1,627.00	100.00
COMBINED UTILITIES	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
ELECTRIC UTILITY	1,330,000	1,330,000	112,592.16	663,582.88	665,086.43	666,417.12	50.11
TOTAL EXPENDITURES	59,042,965	59,042,965	648,210.98	5,436,269.90	5,334,742.04	53,606,695.10	90.79
REVENUES OVER/(UNDER) EXPENDITURES	0	0	316,625.91	773,145.33	853,616.62	(773,145.33)	0.00

80 -CAPITAL IMPROVEMENTS FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
2022 RECREATION BOND	2,609,836	2,609,836	98,355.09	653,817.38	565,468.20	1,956,018.62	74.95
CAPITAL IMPROVE 2018	1,412,653	1,412,653	56,374.33	335,833.98	328,102.98	1,076,819.02	76.23
CAPITAL IMPROVE PRE 2018	117,249	117,249	211.00	1,748.00	2,508.00	115,501.00	98.51
TOTAL REVENUES	4,139,738	4,139,738	154,940.42	991,399.36	896,079.18	3,148,338.64	76.05

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
2022 RECREATION BOND	2,609,836	2,609,836	0.00	676,022.61	215,608.26	1,933,813.39	74.10
CAPITAL IMPROVE 2018	1,412,653	1,412,653	2,087.00	87,568.50	429,201.56	1,325,084.50	93.80
CAPITAL IMPROVE PRE 2018	117,249	117,249	0.00	51,800.00	332,298.00	65,449.00	55.82
TOTAL EXPENDITURES	4,139,738	4,139,738	2,087.00	815,391.11	977,107.82	3,324,346.89	80.30
REVENUES OVER/(UNDER) EXPENDITURES	0	0	152,853.42	176,008.25	(81,028.64)	(176,008.25)	0.00

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: **3.D.**

Forward to the City's insurance carrier for review and appropriate action a property damage incident form from Paul Baumfalk.

BACKGROUND:

Staff received the Property Damage Incident Form from Paul Bamfalk. The governing body is required to forward the claim to the City's insurance carrier for review and appropriate action.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak — April 14, 2026
Lea Ann Doak, City Clerk

Tera Koetter — April 14, 2026
Tera Koetter, Assistant City Manager

April 14, 2026
Nathan A. Schneider, City Manager

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: 3.E.

RECOMMENDATION:

Approve the Cost Reimbursement Research Subaward Agreement between the United States Department of Agriculture (USDA) and the City of McCook for the McCook Tree Removal and Replacement Project and authorize the Mayor to sign all necessary documents.

BACKGROUND:

This agreement is between the City of McCook and USDA for the McCook Tree Removal and Replacement Project. The City of McCook has recently been awarded a $300,000.00 grant.

The City of McCook will use these grant funds to safely remove approximately 80 public trees identified through the 2022 Public Tree Inventory which assessed 4,622 public-benefit trees across parks, rights-of-way, and corridors. The inventory flagged trees with at least 75% dieback, severe structural defects, or significant pest/disease. These trees consist primarily of Hackberry, Elm, Ash and Cottonwood. These will be prioritized for removal using a Tree Assessment Matrix scoring condition, defect severity, and proximity to high-use areas such as streets, sidewalks, parks and schools. In accordance with program requirements, all removed trees will be replaced at a minimum 1:1 ratio. Replacement trees will be planted as close as possible to the location of the removed tree.

This is a 100% reimbursement grant meaning that the City will pay costs up front and then submit a request, with associated documentation, for reimbursement. There is no City match required.

FISCAL IMPACT: None

APPROVALS:

Kyle Potthoff, Public Works Director — April 14, 2026

Nate Schneider, City Manager — April 14, 2026

Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: Department of Agriculture (USDA)

Pass-Through Entity (PTE):	**Subrecipient:**
Brd. of Regents of the Univ. of Nebraska on behalf of the Univ. of Nebraska-Lincoln	City of McCook
PTE PI: Hanna Pinneo	Sub PI: Kyle Potthoff
PTE Federal Award No: 24-DG-11021600-004	Subaward No: 25-6553-0123-037

Project Title: McCook Tree Removal and Replacement Project

Subaward Period of Performance (Budget Period): Start: 05/01/2026 End: 04/30/2027	Amount Funded This Action (USD): $ 205,744.00
Estimated Project Period (if incrementally funded): Start: 05/01/2026 End: 04/30/2028	Incrementally Estimated Total (USD): $ 300,000.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification. Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than **60** days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under this Subaward, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:	By an Authorized Official of Subrecipient:
Name: Suzan G. Lund Date	Name: Date
Title: Interim Director, Office of Sponsored Programs	Title:

Attachment 1
Certifications and Assurances

Subaward Number:
25-6553-0123-037

Certification Regarding Lobbying
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters
To the extent allowed by law, by signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records
Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2

Federal Award Terms and Conditions

Subaward Number: 25-6553-0123-037

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date	FAIN	CFDA No.
04/19/24	24-DG-11021600-004	10.727

CFDA Title: Inflation Reduction Act Urban & Community Forestry Program

Key Personnel Per NOA:

This Subaward Is:

- [ ] Research & Development
- [x] Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   http://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide
2. Reserved and 2 CFR 400
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   https://nifa.usda.gov/regulations-and-guidelines
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
   https://www.nsf.gov/awards/managing/rtc.jsp except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Financial Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in the Subaward.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

- [ ] Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: USDA – As stated in the solicitation

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

Additional Terms

Attachment 3A

Pass-Through Entity (PTE) Contacts

Subaward Number: 25-6553-0123-037

PTE Information

Entity Name: Brd. of Regents of the Univ. of Nebraska on behalf of the Univ. of Nebraska-Lincoln

Legal Address:
151 Prem S. Paul Research Center at Whittier School
2200 Vine Street
Lincoln NE 68583-0861

Website: http://research.unl.edu/sponsoredprograms/

PTE Contacts

Central Email: osp-subawards@unl.edu

Principal Investigator Name: Hanna Pinneo

Email: hpinneo2@unl.edu Telephone Number: 402-472-2945

Administrative Contact Name: OSP Post Award

Email: osp-postaward@unl.edu Telephone Number: 402-472-3171

COI Contact email (if different to above):

Financial Contact Name: OSP Post Award

Email: osp-postaward@unl.edu Telephone Number: 402-472-3171

Email invoices? (●) Yes ( ) No Invoice email (if different): osp-postaward@unl.edu

Authorized Official Name: Suzan G. Lund

Email: unlospawards@unl.edu Telephone Number: 402-472-3171

PI Address:

Forestry Hall 202E
1800 N 37th St
Lincoln NE 68583-0815

Administrative Address:

151 Prem S. Paul Research Center at Whittier School
2200 Vine Street
Lincoln NE 68583-0861

Invoice Address:

151 Prem S. Paul Research Center at Whittier School
2200 Vine Street
Lincoln NE 68583-0861

Attachment 3B

Subrecipient Contacts

Subaward Number: 25-6553-0123-037

Subrecipient Information for FFATA reporting

Entity's UEI Name:

EIN No.:

Institution Type:

UEI:

Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent UEI:

This section for U.S. Entities:

Congressional District:

Zip Code Look-up

Zip Code+4:

Place of Performance Address

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name: Kyle Potthoff

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2

Highest Compensated Officers

Subaward Number: 25-6553-0123-037

Subrecipient:

Institution Name: City of McCook

PI Name: Kyle Potthoff

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4

Reporting and Prior Approval Terms

Subaward Number: 25-6553-0123-037

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's _____ within ____ days of of the end of the month.

☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's _____

☐ Annual technical / progress reports will be submitted within ____ days prior to the end of each budget period to the PTE's _____. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☐ A Final technical/progress report will be submitted to the PTE's _____ within ____ days of the end of the Project Period or after termination of this award, whichever comes first.

☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is automatic

Other Reports:

☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's _____ ____ days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's _____ within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: _____

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

1. INVOICES

A. Email invoices and detail to the financial contact as per Attachment 3A
B. Included with the invoice shall be a detailed itemization of expenditures produced from Subrecipient's accounting system. The itemization shall include, at a minimum, names/amounts of persons paid from this award, vendor payee name, date of payment, item description and amount.
C. Include Uniform Guidance Certification Statement with Signature
D. Invoices shall not be submitted for an amount less than $500, unless it is a final invoice

2. CLOSE-OUT

A. Complete attached Subaward Agreement Close-Out form and email to financial contact

Subaward Number: 25-6553-0123-037

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

○ Below ◉ Attached, 6 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied 0 %	**Cost Sharing**
Rate Type:	If Yes, include Amount: $

Budget Details

○ Below ◉ Attached, 4 pages

Budget Totals

Direct Costs	$ 205,744.00
Indirect Costs	$
Total Costs	$ 205,744.00

All amounts are in United States Dollars

Subaward Number:
25-6553-0123-037

Attachment 6

Notice of Award (NOA) and any additional documents

◉ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

○ ~~Not incorporating the NOA or any additional documentation to this Subaward.~~

Subaward Agreement Close-Out Requirements

The University of Nebraska-Lincoln requires subrecipients to submit a list of equipment purchased, a copy of your invention disclosure report, final invoice for the agreement and a signed copy of this form. Final invoice will not be processed for payment until all close-out documentation has been received.

Subaward agreement #:_____

Subrecipient:_____

Please check all that apply:

☐ Final invoice has been emailed including a system generated report as back-up documentation.

☐ There are NO outstanding claims against this subaward agreement. (No further claims will be honored after this block has been checked and this form has been signed and returned to the University of Nebraska-Lincoln.)

☐ Only the amount included in the Final Invoice $_____ is due. When the FINAL invoice is paid by the University of Nebraska-Lincoln, there will be no further claims against this subaward agreement.

☐ Required cost share has been met and reported

☐ Patents and/or inventions are pending. Please see attached documentation.

☐ NO patents or inventions to report under this subaward agreement.

☐ Technical report completed and mailed to UNL-PI on this date: _____

☐ Neither government furnished equipment nor equipment purchased with money from this subaward agreement to be reported. *(University's definition of Equipment is an article of nonexpendable tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit)*

☐ Equipment purchased: (Please attach additional sheet if necessary)

Include Description, S/N, Acquisition Date, Location, Condition and Cost.

_____

_____

_____

I hereby certify the above information is correct and in accordance with the terms of the subaward agreement. Subrecipient does hereby remise, release, and discharge the University, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subaward agreement.

_____

Signature (Subrecipient's Authorized Representative) Date

_____

Printed Name Title

Please email the completed form to the financial contact per Attachment 3A included with the subaward agreement.

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11021600-004
Between
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
And The
USDA, FOREST SERVICE
ROCKY MOUNTAIN REGION
STATE, PRIVATE, AND TRIBAL FORESTRY

Project Title: Inflation Reduction Act Strengthening Nebraskas Urban Forest Infrastructure

Upon execution of this document, an award to Board of Regents of the University of Nebraska, hereinafter referred to as "The Nebraska Statewide Arboretum," in the amount of **$10,000,000.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended,16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 IRA Urban & Community Forestry. The Nebraska Statewide Arboretum accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 3/5/2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at sm.fs.R2sptfgrants@usda.gov.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. The Nebraska Statewide Arboretum shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Hanna Pinneo Executive Director of the Nebraska Statewide Arboretum 2200 Vine Street Lincoln, NE 68583 Telephone: 402-472-2945 Email: hpinneo2@unl.edu	Hannah Kahler Assistant Director, OSP 2200 Vine Street Lincoln, NE 68583 Email: hannah.kahler@unl.edu

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Sherry Fountain UCF Program Manager 1617 Cole Boulevard, Building 17 Lakewood, CO 80401 Email: sherry.fountain@usda.gov	Amanda Marr Grants Management Specialist 1801 Highway 18 Bypass Hot Springs, SD 57747 Telephone: 605-515-8812 Email: amanda.marr@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Nebraska Statewide Arboretum shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for

reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	sherry.fountain@usda.gov

E. INDIRECT COST RATES. The cooperator has decided not to access indirect costs in this award.

F. PRIOR WRITTEN APPROVAL. The Nebraska Statewide Arboretum shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 10/01/2023 pursuant to 2 CFR 200.458.

The end date, or expiration date is **3/31/2029** This instrument may be extended by a properly executed modification. *See Modification Provision above.*

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

SM

04/18/2024 | 15:30 CDT

MIKE ZELENY, Vice Chancellor, Office of Business and Finance — Date
University of Nebraska - Lincoln

KEVIN KHUNG — Digitally signed by KEVIN KHUNG
Date: 2024.04.19 10:15:30 -06'00'

KEVIN KHUNG, Director — Date
State, Private, and Tribal Forestry
USDA, Forest Service, Rocky Mountain Region

The authority and the format of this award have been reviewed and approved for signature.

LYNNE SHOLTY — Digitally signed by LYNNE SHOLTY
Date: 2024.04.11 10:50:50 -06'00'

LYNNE SHOLTY — Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, The Nebraska Statewide Arboretum a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to The Nebraska Statewide Arboretum for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by The Nebraska Statewide Arboretum or any third party.

C. NOTICES. Any notice given by the Forest Service or The Nebraska Statewide Arboretum will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To The Nebraska Statewide Arboretum, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after

the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

The Nebraska Statewide Arboretum shall submit semi-annual performance reports. These reports are due select from drop-down days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with The Nebraska Statewide Arboretum's final payment request, or separately, but not later than 120 days from the expiration date of the award.

G. NOTIFICATION. The Nebraska Statewide Arboretum shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for The Nebraska Statewide Arboretum to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify The Nebraska Statewide Arboretum when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of The Nebraska Statewide Arboretum's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The Nebraska Statewide Arboretum is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress

and accomplishments.

The Nebraska Statewide Arboretum may call on Forest Service's Office of Communication for advice regarding public notices. The Nebraska Statewide Arboretum is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Nebraska Statewide Arboretum shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
(2) Fax: (833) 256-1665 or (202) 690-7442; or
(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

M. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Nebraska Statewide Arboretum shall acknowledge

Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

N. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

O. AWARD CLOSEOUT. The Nebraska Statewide Arboretum must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to The Nebraska Statewide Arboretum must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

Q. DEBARMENT AND SUSPENSION. The Nebraska Statewide Arboretum shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The Nebraska Statewide Arboretum or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180

Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

S. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

T. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

U. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

V. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product

(whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at USDA Buy America Waivers for Federal Financial Assistance | USDA.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the

United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

"Infrastructure project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

W. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, 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 award.

   b. We 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.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
         i. Associated with performance under this award; or
         ii. Imputed to you or 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),''.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      (1) Associated with performance under this award; or
      (2) 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 Governmentwide Debarment and Suspension (Nonprocurement),''

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (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 us under this award.

c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. ''Employee'' means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. ''Private entity'':

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

X. DRUG-FREE WORKPLACE.

1. The Nebraska Statewide Arboretum agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions The Nebraska Statewide Arboretum will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any award, the employee:

(1) Shall abide by the terms of the statement, and

(2) Shall notify The Nebraska Statewide Arboretum in writing if they are convicted for a violation of a criminal drug statute occurring in the

workplace, and shall do so no more than 5 calendar days after the conviction.

2. The Nebraska Statewide Arboretum agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. The Nebraska Statewide Arboretum agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after The Nebraska Statewide Arboretum learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, The Nebraska Statewide Arboretum must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Y. <u>PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS</u>.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.

3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

Z. ELIGIBLE WORKERS. The Nebraska Statewide Arboretum shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The Nebraska Statewide Arboretum shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

AA. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

BB. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

CC. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.

3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

DD. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;
(2) enter into a contract (or extend or renew a contract) to procure; or
(3) obtain the equipment, services or systems.

EE. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*
   1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
   2. *Where and when to report.*
      i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
      ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
   3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*
   1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
      i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
      ii. in the preceding fiscal year, you received—
         (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
      iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
   2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
      i. As part of your registration profile at *https://www.sam.gov.*
      ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*
   1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization; and,
   iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

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Payment Events	Status	Timestamps

Nebraska Statewide Arboretum IRA Project Agreement

The Nebraska Statewide Arboretum and the University of Nebraska – Lincoln are pleased to administer Inflation Reduction Act funding to support the health and rebuilding of the community forestry infrastructure throughout the state of Nebraska in disadvantaged communities. The initiative is coordinated by the Nebraska Statewide Arboretum (NSA) and funded by the USDA Forest Service Urban and Community Forestry Program. For its part, NSA agrees to reimburse XXXXX (hereafter referred to as the Project Sponsor) up to $XXXX for eligible costs associated with implementing the XXXXXXX project.

Project Sponsor Unique Identity Number (UEI number): _____

For their part, the project sponsor agrees to the following conditions:

1. The project application and all associated notifications from NSA are hereby considered a part of this agreement.
2. No match is required and all match waived under this grant will be passed on to sub-recipients.
3. The project must be completed by XXXX. The Grant Period shall be the time between the execution of this Agreement by NSA and the Project End Date. No reimbursement requests for funds expended outside of the Grant Period will be granted. No extensions will be provided. Final invoices must be submitted to NSA by XXXXX. Failure to submit all required reimbursement request documentation by the Project End Date will result in no payments to the Project Sponsor or any vendors.
4. This program is reimbursement-only. You are responsible for providing proof of payment to all vendors when submitting reimbursement requests.
    a. To be eligible for reimbursement, project expenses (grant) shall be verified by receipt or invoice and reported in the *Project Reimbursement Request Form*.
    b. Multiple reimbursements (phases) may be requested. It takes up to ten weeks for a project sponsor to receive payment.
    c. Reimbursement checks will be made payable only to the Project Sponsor.
5. The project shall be implemented according to the application and budget submitted to and approved in advance by NSA prior to the execution of this agreement. Changes to the scope of work and/or budget must be approved in advance by NSA and NSA will approve the change in writing.
    a. Communities will address management needs appropriate to their local situation within their scope of work. Allowable activities under IRA include:
        i. Tree planting on public property, planting large-maturing trees along streets and within parks. To build heat-resilient communities, we particularly encourage planting in areas of low-tree canopy to shade sidewalks, streets, and gathering areas.
        ii. Site preparation—prepare sites for tree planting, such as soil decompaction, soil amendments, or stump grinding.
        iii. At-risk tree removal AND replacement on public property. A minimum 1:1 tree removal to replacement ratio is required. Trees must be replaced as part of the IRA project in the same or nearby area to ensure benefits are retained in the neighborhood.

iv. At-risk tree removal AND replacement programs on PRIVATE properties within disadvantaged tracks.
v. A minimum 1:1 tree replacement is required. Federal funds may not be used to make direct payments to private property owners.
vi. Training- send staff and/or other project participants to training (e.g. arborist certification)
vii. Young Tree management (watering, mulching, structural pruning)
viii. Pruning, conducted by a Nebraska Arborist Association or an International Society of Arboriculture certified arborist, for trees in street ROW, parks, and other public areas. Private property is excluded.
ix. Other UCF activities such as food forests, urban wood utilization, and small green infrastructure projects that improve long-term tree survival may be considered (ex: removing concrete to expand a planting space).
x. Staff and contracting costs to implement the above activities.

6. IRA will require bi-annual reporting. Please take photos of your project and track metrics. All work and expenditures must be tracked to the level of designated disadvantaged tracts.

7. Signage: No outdoor signs will be required; however, USFS will provide a QR code to download a sign to be placed within a public building.

8. 100% of the work MUST be done within the designated disadvantaged area.

9. Compliance for Determining Disadvantage Communities:
   a. USFS has provided the following guidelines for determining disadvantaged communities.
      i. Does the scope of work deliver 100% of the funding/program benefits to disadvantaged communities as defined by the EPA IRA Disadvantage Communities?
         1. The EPA IRA Disadvantage Communities map includes:
            a. Any census tract that is included as disadvantaged in CEJST,
            b. Any census block group at or above the 90th percentile for any of EJScreen's Supplemental Indexes when compared to the nation or state, and/or
            c. Any geographic area within Tribal lands, as included in EJScreen
            d. *If yes, continue with project as proposed or scale down as necessary. If no,*
      ii. Does the scope of work deliver 100% of the funding/program benefits to communities with census block groups at or above the 80th percentile for any of EJScreen's Supplemental Indexes when compared to the nation or state?
         If yes, continue with the project as proposed or scale down as necessary.
   b. **The Nebraska Forest Service has created an online tool that combines the above USFS compliance guidance in one easy-to-use map.** Nebraska projects shall utilize this tool to ensure compliance.

10. NSA may inspect all completed projects within 30 days of receiving a ***Project Reimbursement Request Form***. The Project Sponsor agrees to correct all significant deficiencies noted in the inspection. Reimbursement may be withheld if deficiencies are not corrected at the discretion of NSA.

11. Allowable Expenses:
    a. Supply purchase should include consumable items (ex: hoses, shovels, staking, tree protection, mulch, chainsaws, printing costs for educational materials, drip-irrigation for the watering of trees, outreach expenses, or an item under 5k in value (for one item or parts to create an item) such as a water tank.
    b. Cost of trees
    c. Contracting costs for tree planting, tree care, tree removal, tree inspection, tree pruning, etc.
    d. Equipment rental to perform project objectives.
    e. Salary/benefits for staff that are directly performing project work to carry out project activities.
    f. Minor pavement removals (example: expand the size of a tree pit.)
    g. Other expenses as pre-approved in writing by NSA to ensure federal program compliance.
    h. Community administrative costs will not exceed 20% of their subaward.
    i. Types of costs that are unallowable (never allowed): Equipment; Construction; In-ground irrigation systems for watering turf/non-tree components or major plumbing expenses; Food and Alcoholic beverages; Bad debts; Contingencies; Contributions and donations; Entertainment; Fines and penalties; Compensation for property destroyed or damaged; Fundraising; Interest and other financing costs; Loan for promised work not yet completed.
12. If planning to work on private property, you must maximize the likelihood of tree establishment and long-term survival of any trees planted, ensure landowners are aware of and give permission/access for work on their property, and include a statement that releases the federal government, the University of Nebraska and the Nebraska Statewide Arboretum, Inc. from any liability associated with work completed on private property. No payments can be made from the Project Sponsor directly to a private landowner. Project Sponsors may pay vendors directly for services provided to the private landowner (for example, tree removal or the purchase of a tree). The Project Sponsor is responsible for ensuring and certifying that the work was completed.
    a. Tree giveaway programs should limit planting to the front yard (not the back yard) or ROW.
    b. Work done on private property should follow the guidelines for removals and tree planting within this document.
    c. If the private property work includes the removal of a hazard tree or ash tree, then the tree planting can take place any place on the property so that tree benefits are replaced.

13. All projects are expected to comply with local bidding ordinances and requirements (ordinances or requirements of the governmental unit or sponsoring authority responsible for the project). However, it is not the intent of NSA that the lowest bid be automatically accepted, but rather that the lowest responsible bid is accepted. Bids shall be carefully evaluated considering nursery standards, arboriculture standards, project specifications, and plant material requirements. Suppose the local governmental unit or sponsoring authority is required to accept only the lowest bid. In that case, NSA shall be allowed to review all bids to determine whether the lowest bid is responsible and acceptable. If such a bid is unacceptable, the bidding process will be redone. All contracting must follow local, state, and federal law as applicable.

14. The project will follow all design, purchasing, planting, and care guidelines in the *Project Design, Planting, and Care Requirements*.

15. Tree planting is allowed under the program:
    a. Nurseries contracted as part of the project must be licensed by the Nebraska Department of Agriculture. https://nda.nebraska.gov/plant/entomology/nursery/index.html
    b. It is suggested that all plant material planted on public property be guaranteed for at least one year from the planting date.
    c. Plant lists shall be submitted to NSA for approval and no plant substitutions shall be allowed without the permission and approval of NSA.
    d. Plant material can be obtained from more than one plant contractor.
    e. The size of plant material allowed is as follows:
        i. Deciduous Trees Specifications: ½" to 1 ½" trunk caliper measured at 12" above the ground.
        ii. Evergreen Trees Specifications: 3 to 6 feet tall.
        iii. Spade dug tree specifications: at least 24" of spade width is required for each 1" of trunk caliper.
        iv. Balled and burlapped (B&B) specifications: at least 18" of soil ball is required for each 1" caliper of trunk. All baskets and burlap must be removed entirely before planting or to a depth of at least 12" in the hole after planting.
        v. Bare root trees must be stored and transported correctly to avoid drying out their roots.
    f. Ineligible species:
        i. Because of the threat of emerald ash borer, native ash species including green ash (*Fraxinus pennsylvanica*), white ash (*F. americana*), black ash (*F. nigra*) and blue ash (*F. quadrangulata*) shall not be planted in the project.
        ii. Because of the invasive nature of callery pear (*Pyrus calleryana*, including, but not limited to Cleveland select and Chanticleer varieties), it shall not be planted in the project.
        iii. Because of the spread of pine wilt disease, Scotch pines (*Pinus sylvestris*) shall not be planted in the project.
        iv. Siberian elm, Amur maple, Russian olive, tamarack, Freeman maple, including 'Autumn Blaze' maple are not allowed.
        v. NSA retains the right to reject overused or other problematic species or cultivars proposed for use in the grant project.
    g. Planting may not occur during July and August unless NSA grants written permission.
    h. All plants installed in the project shall follow the specifications detailed in the American Standard Nursery Stock ANSI Z60. 1, including height, caliper, and volume measurements as applicable.
    i. All newly planted trees should be watered regularly for the first three years. Reasonable costs for drip irrigation, watering bags, and water tanks are allowable costs and should be employed.

16. Removal of Hazard or At-Risk Trees is allowed under the program.

a. Hazard or At-Risk trees for removal must be designated by 1) qualified employees of the local government (holding Nebraska Arborist Association (NAA) or International Society Arboriculture (ISA) certification) OR 2) NFS TRAQ Qualified staff OR 3) an independent ISA TRAQ Qualified arborist that is not performing the contracted tree removal work. *A list of tree removal locations must be provided to NSA.*

b. Ash trees may be removed under the program in communities within 15 miles of confirmed EAB finds. If a community does not have an EAB response plan the community should develop an EAB Response Plan (template available from Nebraska Forest Service) before embarking on ash tree removals. It is suggested that EAB removals are spread out over time to reduce the impact of tree removal.

c. Tree removals (when approved as a part of the project) shall be done by qualified commercial arborists (Nebraska Arborist Association, International Society of Arboriculture certified or licensed by the municipality where the project resides). Commercial arborists shall provide proof of current liability insurance, including workers' compensation, to the project sponsor. Commercial arborists shall also meet all requirements provided for by local ordinances.

d. Replacement Trees must be planted in the area or nearby area where the tree was removed. A minimum 1:1 replacement is required. *A list of tree replacement locations must be provided to NSA.*

e. All contractors providing tree removal work must follow ANSI A300 standards and ANSI Z133 Safety Standards.

f. Tree removals must follow federal law regarding migratory birds and endangered species. It is highly recommended removals are avoided between April 1st and July 31st unless the tree is deemed hazardous.

17. Tree pruning work is allowed under the program:

a. All contractors providing pruning and removal work must follow ANSI A300 standards and ANSI Z133 Safety Standard.

b. All contractors providing pruning work must have a Nebraska Arborist Association (NAA) certification or International Society of Arboriculture (ISA) certification or be working under the supervision of an NAA or ISA-certified arborist. Arborists shall provide the project sponsor with proof of current liability insurance, including workers' compensation. Commercial arborists shall also meet all requirements provided for by local ordinances.

c. Pruning should follow ANSI 300 and ANSI Z133 Safety Standard. Pruning should be performed with a clear objective of safety and tree health. Pruning should improve the structure of the tree (young tree training), and for mature trees removing dead, diseased, or compromised branches. Low-level dead could be left to benefit wildlife, particularly in low-target areas.

   i. Do not remove more the 20 percent of live branches from the crown at one time.
   ii. Pruning cuts shall not damage branch bark and branch collars.
   iii. If raising is a pruning objective for public safety, at least 2/3 (two thirds) of the live crown should remain.
   iv. In general, pruning cuts are made at a lateral branch that is one-third the diameter of the stem being removed.

d. Topping and lion-tailing are not approved tree pruning practices.

18. Select green infrastructure practices are eligible under the program.
    a. Examples include pavement removal to expand tree planting areas, suspended pavement (for trees), rain gardens (for tree planting). All green infrastructure practices and expenses should be approved by NSA before implementation or bids. Not all expenses may be eligible for reimbursement.

19. **Federal funds fund this project**, and as such, projects must conform to all applicable local, state, and federal laws and regulations, including those regarding bidding practices. IRA is a federally funded program, and the Code of Federal Regulations § 2 CFR 200 and § 2 CFR Part 400. should be followed.

    a. By signing this agreement, the Project Sponsor Authorized Official agrees, to the best of their knowledge and belief, that neither the Project Sponsor or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    b. The Project Sponsor is hereby notified that they are required to: Inform their employees on any federal award that they are subject to the whistleblower rights and remedies; inform their employees in writing of employee whistleblower protections under §41 U.S.C. 4712 in the pre-dominate native language of the workforce; and include such requirements in any agreement made with a subcontractor.
    c. By Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
    d. All documents associated with the award must be retained for three years from the date of the final expenditure report.

20. The Project Sponsor agrees to on-going project maintenance for at least ten years.

21. The Project Sponsor understands and agrees that failure to comply with any of the terms of this agreement may result in the revocation or cancellation of NSA approval and funding and/or a demand for repayment of any funds previously paid to the Project Sponsor by NSA. NSA may terminate the project, in whole or in part, at any time before the expiration date of this contract whenever NSA determines that the Project Sponsor has failed to comply with the conditions of the grant.

Your assigned project coordinator for technical assistance /inspections/approvals:
Name: _____ E-mail: Phone:

Signed:

Project Sponsor **Date**

NSA Executive Director **Date**

Specifications for Partnership Projects: Design, Planting and Care Requirements

The Nebraska Statewide Arboretum (NSA) has developed the following specifications and guidelines to help grant-funded and other partnership projects achieve success and establish healthy landscapes.

PROJECT DESIGN AND IMPLEMENTATION

In general, design plans should emphasize sustainable landscape practices including wise species selection and placement that help reduce the need for costly inputs of supplemental water, fertilizers, pesticides, and difficult maintenance practices. NSA will review design plans and/or species lists and offer suggestions for changes.

PLANTING PRACTICES

IRA note: Tree demands over the next five years will be high due to the national implementation of IRA funds. We highly recommend engaging a nursery or arborist at the beginning of the project to make them aware of your needs. Most local nurseries can obtain stock from regional growers or national growers according to your specifications. In addition, you can contract grow with a Nebraska or regional grower or order in bare-root stock.

Landscape planting is most successful when good stock and proper planting methods are used. The following are specifications and guidelines required by NSA for purchasing and planting the most common types of landscape plant material (trees, shrubs, and herbaceous plants).

Plant Quality Standards

Minimum quality specifications for all nursery grown plants shall be the specifications contained in *American Standard for Nursery Stock,* specifically ANSI Z60.1, as adopted by the American Association of Nurserymen. All plants shall be free of diseases, noxious weeds, and damaging insects. All plants shall be subject to the laws and regulations of the State of Nebraska and shall be identified by plant names approved by NSA.

Projects are strongly encouraged to investigate the source of nursery stock. Stock grown in Nebraska may be best adapted to Nebraska sites. Species selected for planting shall be adaptable to Nebraska, and the NSA reserves the right to approve species selections and sizes. NSA highly recommends that trees originate from nurseries in the north central part of the United States as indicated by Figure 1.All plants shall be packed and shipped from the supplier in a manner that protects the plant against drying, freezing, breaking or other injury.

Bare-root plants shall be packed in moist packing material and bundled to ensure against heat or mold damage. Plants shall be protected against the elements while in transit and shall be thoroughly inspected before acceptance. The project coordinator or individual(s) responsible for ordering plant material shall contact the nursery supplying the order to ensure compliance with these standards.

Figure 1 - Recommended nursery source zone.

Planting Seasons: Spring and fall are the best times to plant most landscape plants in Nebraska. Planting can occur into winter if the ground is workable and plants are properly protected. **Planting should not occur and will not be approved without permission for any time during July and August.** Weather conditions can vary greatly from day-to-day and from year-to-year across Nebraska. Consequently, those coordinating planting projects shall be cognizant of recent weather patterns and be prepared to take the steps necessary to ensure successful transplanting. It is especially important that irrigation be available if the post-planting period is dry. Dry periods are common throughout the growing season in Nebraska, especially during mid to late summer. Planting during extremely wet periods can also be problematic if the planting area cannot be prepared properly, or if water stands around the root zone of transplanted plants for extended periods of time.

Pavement Cut-out Plantings: Trees planted in pavement cut-outs in downtowns, parking lots and medians are exposed to harsh and stressful growing conditions. They are subject to construction soils, compaction, temperature extremes, decreased horizontal root space, and decreased gas exchange and moisture to roots. It has been the experience of the NSA that these plantings have greatly reduced life spans. Any plantings in sites such as those mentioned will require approval. Approval will be based on recommendations for minimum open soil space and will require the use of species that have been shown to be more tolerant of these areas. An engineering plan may be required before approval of any planting in these areas. Planting strips are less stressful than individual cut-outs because they create a larger open space. At least 3 feet of good soil should be added to planting areas after construction and before planting.

Preparing the Planting Site: Before any planting begins, confirm that the soil is suitable for growing the selected plants. For questionable soils, a soil test would be helpful. If the soil is heavy clay or very compacted, the soil should also be tested to ensure that there is adequate drainage. If drainage is poor and the area seasonally wet, wet-tolerant species such as maple, sycamore, baldcypress, and swamp white oak should be considered.

For most soils, amendments to the planting area are not necessary. New construction sites shall have at least 8 inches of top soil present or applied after construction. If soils are heavy clay or very compacted, consider replacing the soil with a good loam soil and/or incorporating composted organic materials to a depth of several inches.

Tree and Shrub Planting: Protect landscape plants when transplanting them by holding and lifting them by the container, basket or ball, not by the trunk. Keep the roots moist but not saturated. If you are not able to plant your tree or shrub immediately after purchase, place them in a cool, shaded area.

***Note**: Locate all underground utilities before digging.*

Planting depth is of critical importance in the long-term health and vigor of a tree. All trees shall be planted at a depth such that the uppermost structural roots are located within the top two inches of the soil surface (see figure 2 – proper tree planting). The root flare (or trunk flare) is the area between the vertical transition of the tree stem and the structural roots and should be visible above grade upon planting. While root flare is somewhat difficult to detect in some young trees, the objective is to ensure that the uppermost two or more structural roots of the young tree are located near the soil surface.

If planting balled and burlapped stock, the wire basket shall be cut, and basket completely removed before planting. Remove burlap and all twine or similar material. Use care in handling the root ball. Part of the burlap can be left on to facilitate lifting the plant into the hole. After the plant is in the hole, the burlap should be cut away to the bottom of the planting hole, or as deep as possible. Shipping labels, wire, tags, wrapping, and staking material shall be removed from the trunk and branches.

For container-grown or containerized plants, examine the roots after removing the pot. Plants shall not be pot bound. Plants with masses of circling roots are not acceptable for planting. Minimally encircled roots shall be straightened out in the planting hole as much as possible. For plants grown in fabric bags, the bag should be cut away and completely removed before planting.

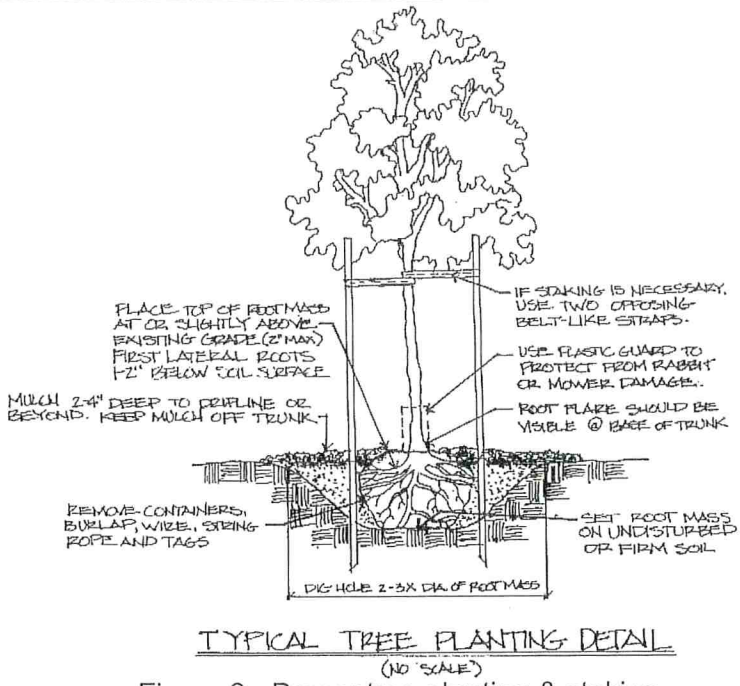


Figure 2 - Proper tree planting & staking.

The planting hole should be significantly wider than the root system or root ball and no deeper than the depth of the root system. Score the sides of the hole with shovel, especially in clay soils. Once the plant is in place, use the soil removed from the hole as the back-fill around the roots. When back-filling, water occasionally to remove air pockets. Be careful not to tamp or compact the soil, this can lead to excessive soil compaction and possible root damage. Do not incorporate organic matter,

sand, or other material into the back-fill since differences in soil-pore sizes are created which can restrict water movement and root growth between the root ball, planting hole, and surrounding soil.

Mulching: Research has shown that wood chip mulch contributes to the healthy establishment of landscape plants. Mulching conserves moisture, reduces weed competition, insulates roots from heat and cold extremes, helps prevent mower and trimmer damage, and aids in long-term development of good soil structure. Mulching should be considered an ongoing practice that is a part of each year's maintenance routine. Depending on the type of mulch used and weather conditions, most tree and shrub beds shall need to be re-mulched every two to three years. Later applications should not increase the total mulch depth.

Mulch trees and shrubs with a 2-3" deep layer over the root zone. A tree of 1 1/2" caliper should have a mulch ring of 5' diameter or greater. Evergreens should be mulched to beyond the spread of the lowest branches. Mulch shall not be piled up against tree trunks and shall be kept a few inches from the base of the trunk. Mulch plants in massed groupings when possible. Avoid deep layers of mulch which could result in the tree being planted too deep.

Wood chips, shredded or chipped, serve as the best mulches. Be careful with lighter materials such as bark nuggets since they have a tendency to float out of the chip bed during heavy rains. Avoid cypress mulch as it tends to form dense mats and poor growing conditions, and is often harvested from endangered trees. Do not use rock mulches. Rock does not insulate against temperature extremes, and rock absorbs and radiates heat, which can lead to plant desiccation. Do not use black plastic or landscape fabric under the mulch layer. They inhibit proper air and water exchange by the roots.

Staking and Guying of Trees: The purpose of most staking and guying is to prevent a newly planted tree from tipping over in the wind. In Nebraska this practice is often necessary. Excessive movement can dislodge the small, fibrous roots in the soil before they are firmly established. However, many trees are lost because guying materials are not removed or are improperly installed.

Staking is especially important on open, windy, and exposed sites, and sites with high use by people. Staking and guying materials shall be strong enough to provide support, but flexible enough to allow some movement. Guying materials shall have a broad surface at the point of contact with the tree to prevent damage from rubbing. Commercial tree ties and cloth or canvas webbing or straps that are at least 1.5" wide are examples of good guying materials. **Do not use garden hose.** All staking and guying shall be monitored and adjusted as needed to prevent tree damage and girdling. **It shall be removed within one year of installation.** Stakes without guying may be left in the place longer in high use areas if needed to prevent damage from humans, mowers, and other equipment or vehicles.

Wraps and Guards: Tree wraps can be used to protect the tree from damage while it is being transported and planted. Otherwise, trunks should not be wrapped during the growing season. Trunk wrapping may be desirable on some thin-barked trees such as red maple to prevent winter injury. Consult with NSAf staff for recommendations.

Tree trunk damage from rodents, deer, mowers, and weed trimmers can be prevented by using plastic trunk guards. Guards should be monitored regularly and removed before rubbing or girdling problems

occur. It is preferable to use guards that allow for air movement. A variety of wire mesh/netting cages can be used to protect shrubs from rabbits in winter.

Watering: All plants should be thoroughly watered at the time of planting. This shall be done by the nursery contracted to do the installation. Supplemental watering is often needed for 1-2 years or more after planting. The amount of watering required will vary with the type of plant, type of soil, time of year, and weather conditions. Avoid over-watering, especially in poorly drained soils.

Newly planted trees and shrubs should receive the equivalent of one inch of rainfall per week during the growing season. It is best to water trees thoroughly and slowly with enough water to fully moisten the root ball. In general, container and B&B plantings require more water at application than do bare root plantings. If rainfall is adequate during the growing season (1 inch per week) supplemental water is not required.

Newly perennials should receive the equivalent of one inch of rainfall per week during the growing season; during the first several weeks after planting watering may be required more frequently. Small perennials have a smaller root space than trees and shrubs and are best established by watering directly at the plant's base. This may be done by hand with a watering wand or by soaker hose. Sprinklers are less effective at delivering the required water to the roots of each plant; if using a sprinkler be diligent about observing plants for signs of stress.

Fertilizing: Most topsoils contain sufficient levels of available nutrients to supply the requirements of newly planted landscape plants, thus fertilization is not needed. Planting species that are tolerant of existing soil conditions will provide the greatest success. In situations where construction has altered the soil, the addition of good topsoil and organic material such as compost may be necessary. Future determination of additional nutrient needs shall be made based on the condition and vitality of the plants and soil sample analysis. The addition of compost to perennial beds, rather than fertilizer, is also best.

Roadside Planting Considerations:

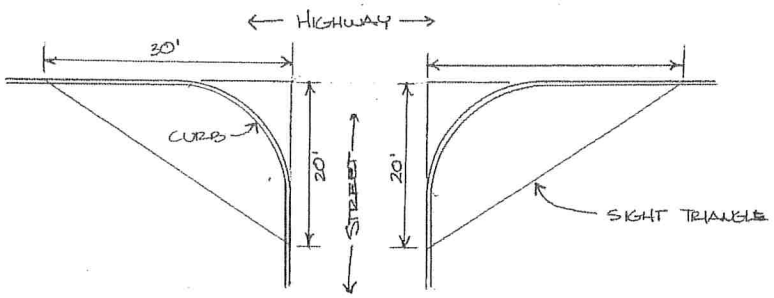
Permission from the proper authority is required before any plant material can be placed on a highway or street right-of-way. The Nebraska Department of Roads recommends that the following general rules be considered when planting along roadways.

1. A lateral obstacle clearance, or clear zone, exists along all roadways. No woody plants or fixed objects can be located in this zone. The clear zone varies depending on the road design and speed limit. Setbacks for some common situations are:
    - Highway in town with curb, speed limit 40 mph or below - all woody plants shall be at least 6 feet from back of curb.
    - Highways in town without curb; speed limit of 40 mph or below - all woody plants shall be at least 10 feet from edge of driving lane.
    - Rural highways without curb; any speed limit - all woody plants shall be at least 30 feet from edge of driving lanes.
2. All tree and shrub planting shall allow 10 feet on either side of fire hydrants.
3. Allow 15 feet from trunk of shade trees to light poles (10 feet for ornamentals).
4. Trees shall be located at least 20 feet on either side of any overhead utility line unless their natural

habit shall keep them under the line.

5. Shade trees shall be at least 5 feet and ornamentals 10 feet from either side of drives.
6. Shade trees shall be pruned up to at least 8 feet over sidewalks, more over roadways.
7. Trees with an appropriate habit shall be selected to reduce branching in driving and walking areas.
8. Locate all above and below ground utilities before planting. Stay away from buried utility lines. When planting where storm sewers are located, verify that there is enough depth above the sewer to allow successful planting over them.
9. Plants shall not interfere with the visibility of any signs.
10. Shrubs and herbaceous perennials shall be less than 30 inches tall in medians.
11. Sight triangles, in which nothing over 30 inches tall can be planted, exist at all roadway intersections (including major driveways - see diagram below). The area of the site triangle varies depending on the adjacent highway speed. The diagram below shows a street intersecting a 30 mph highway. Shade trees can be planted with the trunks at the outside edge of the triangle. Ornamental trees shall be planted so no branching extends into the site triangle. Other plant material can be planted in this area but shall be less than 30 inches tall. In general, trees at most street/roadway intersections are to be located 25-30 feet from the adjacent street/ roadway edge (contact your local, county or state governmental agency for specific guidelines).

SIGHT TRIANGLE DIAGRAM



McCook Tree Removal & Replacement Project | SOW Document

2-Year grant timeline, $300,000 request

Sponsor contact: Kyle Potthoff, 308-345-2022, potthoff@cityofmccook.com

UEI: SAEBHKE85DR3

Outcomes- The outcomes of this proposed project are described below:

Summary of Quantified Outcomes

- 80 hazardous trees & stumps removed
- 80 new trees planted (minimum; more possible)
- 4 staff trained in arboriculture practices
- Increased species diversity (exact % finalized when species are selected)
- Restored ecosystem services formerly valued at over $377,000 annually across the canopy

1. Tree Removals (80 Trees Total)
The primary measurable outcome is the safe removal of 80 public trees identified through the 2022 Public Tree Inventory and subsequent field verification as exhibiting approximately 75% canopy dieback or mortality. These trees consist primarily of Hackberry, Elm, Ash, and Cottonwood.

These species represent a significant portion of McCook's aging, declining canopy and include species groups that exceed recommended diversity thresholds. Each selected tree will be evaluated using the City's Tree Assessment Matrix to confirm the removal priority based on mortality, dieback, and proximity to high-use public areas.

2. Stump Grinding and Site Preparation (80 Sites) All removed trees will undergo professional stump grinding to prepare sites for replanting and to ensure public safety and usability of sidewalks, curbs, parks, and recreation corridors.

3. Tree Replacement (Minimum 80 New Trees)
In accordance with program requirements, all removed trees will be replaced at a minimum 1:1 ratio. Final species selection will be made in consultation with a licensed arborist and the UNL Western Community Forester. Replacement trees will consist of diverse, regionally adapted, long-lived species selected to:

- Increase species diversity
- Improve canopy resilience
- Reduce long-term vulnerability to pests, climate stress, and age-related decline

Tree planting will include proper mulching, staking (if needed), and watering guidance. Long-term maintenance will be provided by City of McCook staff or adjacent property partners under arborist guidance.

4. Improved Canopy Health and Environmental Benefits Replacing severely dead trees will restore and increase lost ecosystem services. Newly planted trees will provide measurable improvements in:

- Stormwater interception
- Air pollutant removal
- Carbon sequestration
- Shade and cooling
- Public-space aesthetics and usability
- Wildlife habitat and pollinator support

Outcome:

- Restoration of environmental benefits formerly provided by 80 failing trees
- Projected annual ecosystem service gains (to be updated once species list is finalized)

5. Public Safety Improvements

Removal of large, severely dead trees in high-use areas such as parks, streets, sidewalks, and school routes will reduce community risk from falling limbs, trunk failure, and storm damage.

Outcome:

- Reduced hazard exposure for thousands of residents
- Safer travel corridors for children walking to and from school
- Decreased emergency removal and damage response costs

6. Workforce and Capacity Development The project incorporates professional oversight and skill-building for City staff, supporting long-term forestry infrastructure improvement.

Planned workforce outcomes include:

- City staff receiving hands-on guidance from certified arborists during planting and aftercare
- Increased staff competency in proper mulching, watering, staking, and long-term tree care
- Greater ability to use existing systems such as TreePlotter™ and the Tree Assessment Matrix for ongoing canopy management

7. Enhanced Community Forestry Infrastructure By removing hazardous trees, restoring canopy function, and improving species composition, the project meeting the following infrastructure outcomes:

- Improved overall tree age distribution
- Increased species diversity and reduced reliance on overrepresented genera
- Stabilized canopy structure in parks, curbsides, and high-use corridors
- Long-term reduction in canopy vulnerability

Outcome: A more resilient, balanced, and sustainable urban forest aligned with UCF best practices 8. Long-Term Community Benefit While the primary outcomes are numeric, the broader measurable community impacts include:

- Increased shade and comfort in parks and public spaces
- Improved property aesthetics and neighborhood appeal
- Reduced storm cleanup and emergency response burden
- Stronger alignment with local hazard mitigation and community beautification goals

Scope of Work:

1. Eligible Activities and Project Actions

This project utilizes several eligible activities under the Community Forestry Infrastructure Grant, including hazardous tree removal, stump grinding and site preparation, tree planting, and workforce development.

Hazardous Tree Removal

The City of McCook will remove 80 trees identified through the 2022 Public Tree Inventory and verified to be at least 75% dead. These trees include Hackberry, Elm, Ash, and Cottonwood—species that are overrepresented within the community forest and have shown significant decline. Each tree will be evaluated using the City's Tree Assessment Matrix, which considers percent mortality and proximity to high-use public areas such as parks, sidewalks, streets, and school routes.

Removal services will be completed by local, licensed tree care companies selected through competitive quotes. This ensures professional, safe, and cost-effective work.

Stump Grinding and Site Preparation

Once removals are completed, stumps will be ground to prepare each location for replanting. Site preparation includes removing debris, restoring soil, and preparing planting basins. This activity restores the usability of sidewalks, curbsides, parks, and recreation areas.

Tree Planting and Establishment

At least 80 new trees will be planted to meet the required 1:1 replacement ratio. Tree species will be selected in partnership with a licensed arborist, ISA Certified Arborist Bruce Hoffman (TRAQ), and the UNL Western Community Forester. Replacement species will emphasize climate resiliency, appropriate size for planting locations, and improved species diversity consistent with recommendations from the 2022 inventory.

New trees will be mulched, staked as needed, and watered using City forestry practices to ensure healthy establishment.

Workforce Development and Local Capacity Building
The project advances workforce development in several ways:

- Training of 4 Public Works and Parks staff by certified arborists during planting and follow-up care.
- Technical guidance from ISA Certified Arborist Bruce Hoffman (TRAQ) to support best-practice tree assessment, species selection, and proper planting techniques.
- Partnerships with local tree care companies, providing economic benefit and hands-on exposure to modern removal equipment and safety practices.
- Purchasing trees from local or regional nurseries, strengthening Nebraska's nursery economy.

These activities improve internal city capacity for long-term canopy care and support the local tree care and nursery industry.

2. Ensuring the Project Stays on Track
The City of McCook will use a structured project management approach to ensure timely progress.

Key components include:

- Project Timeline & Milestones: Tree assessment verification, contractor scheduling, removals, stump grinding, planting, and aftercare.
- Weekly Coordination Meetings: Led by Public Works Director Kyle Potthoff to review progress, contractors' schedules, and staff assignments.
- TreePlotter™ System Use: City staff will log removals and plantings in the existing TreePlotter inventory to track completion and canopy impact.
- Quality Control: Arborist oversight (Bruce Hoffman) during removals and planting.
- Contractor Performance Monitoring: Public Works staff will ensure all work meets safety, cleanup, and restoration standards.

This structure ensures the project stays within scope, on schedule, and aligned with grant requirements.

3. Roles and Responsibilities
City of McCook – Project Lead (Kyle Potthoff, Public Works Director)

- Oversees full project implementation
- Coordinates with contractors
- Supervises City staff involved in planting and maintenance
- Ensures compliance with grant requirements and reporting

Bruce Hoffman, ISA Certified Arborist & TRAQ

- Advises on removal prioritization and hazard evaluation
- Recommends replacement tree species
- Provides on-site technical guidance during planting
- Supports training for City staff

Public Works & Parks Department Staff (Ron Maris, Tyler Kalinski, Clayton Stevens, and others)

- Assist with site preparation and planting support
- Conduct watering, mulching, and aftercare
- Update inventory database and internal records
- Receive hands-on field training from arborists

Local Licensed Tree Removal Companies

- Perform all contracted removals
- Complete stump grinding
- Perform debris cleanup and preliminary site restoration
- Provide cost estimates used to finalize the project budget

UNL Western Community Forester (Chrissy Land)

- Provides technical consultation as needed
- Reviews tree selection lists
- Advises on planting methods and best practices

4. Workforce Development & Local Industry Support

This project directly strengthens local forestry workforce development and supports Nebraska's tree care industry through the following activities:

- Local Contracting: All removals and stump grinding will be done by local, licensed tree removal companies, supporting the local arboriculture job market.
- Staff Training: Certified arborists will provide hands-on training for City personnel in proper pruning cuts, planting depth, mulching, watering cycles, staking, and long-term care.
- Nursery Support: Replacement trees will be procured from local or regional nurseries, supporting Nebraska's nursery supply chain and increasing access to resilient species.
- Skills Pipeline: Public Works staff will build long-term competency in canopy management, hazard identification, and urban forestry maintenance.
- Expanded Local Expertise: Through this project, City staff will gain skills typically reserved for larger municipal forestry teams, improving long-term forestry infrastructure in McCook.

Sustainability:

The project focuses on parks, rights-of-way, sidewalks, and high-use corridors in McCook's older neighborhoods, identified in the 2022 Public Tree Inventory as areas with severe tree decline. Removing hazardous trees and replanting in these same locations will deliver lasting benefits:

1. Shade and Heat Reduction:

These corridors and parks see heavy pedestrian use, especially by children and families. Replacing dead trees with healthy, diverse species restores shade over sidewalks, playgrounds, and gathering areas, reducing heat and improving comfort and safety.

2. Stormwater Management and Soil Stabilization:

McCook's canopy provides critical stormwater benefits. New trees will intercept rainfall, reduce runoff, and stabilize soils in parks and open spaces. Replanting where dead trees have lost this function maintains essential ecosystem services.

3. Enhanced Canopy and Visual Quality:

Removing dying trees and planting resilient replacements improves canopy continuity and visual appeal in high-use areas such as Norris Park, Kelley Park, Russell Park, Elks City Park, and Felling Field. Restored canopy strengthens aesthetics and community pride.

Future Maintenance: New trees will be maintained through a coordinated approach by McCook Public Works and Parks Departments and, when appropriate, adjacent landowners. City staff will handle watering, mulching, pruning, and long-term care under ISA Certified Arborist guidance. Private landowners will maintain trees planted on their property, with City support for training and early care. All removals and plantings will be recorded in TreePlotter™ for monitoring, scheduling, and long-term tracking of canopy growth. This structure ensures sustained benefits and a healthy urban forest for decades.

Timeline:

Project Period: May 1, 2026 – April 30, 2028

This project will be completed over a two-year period, beginning upon award notification. The timeline below outlines key activities and quarterly milestones that demonstrate a clear, achievable work plan.

Pre-project work, March-April 30, 2026

- Execute required grant agreements and documentation.

Year 1 – May 1, 2026 – April 30, 2027

Quarter 1 (May-July 2026)

- Convene the project team, including Public Works, Parks staff, and the ISA Certified Arborist.
- Finalize contractor bidding documents and initiate bid solicitation for tree removal and stump grinding services.
- Receive bids and select one or more qualified local tree removal companies.
- Prepare internal tracking documents and update TreePlotter™ for project use.
- Plan community outreach and education activities.

- Begin field verification of trees identified in the 2022 McCook Public Tree Inventory.
- Reassess each tree using the City's Tree Assessment Matrix to confirm removal priority.
- Determine replacement species based on site conditions and those available through the City's 2026 Tree Rebate Program.
- Issue tree purchase order to Common Scents Nursery or other regional nursery partners.

- Begin site preparation for Fall planting.

Quarter 2 (Aug-Oct 2026)

- Begin contracted tree removals and stump grinding. *Highly recommended to avoid tree removals between April 1-July 31, unless the tree is deemed hazardous. Protects migratory birds and endangered species.*
- Plant approximately 25 trees during the fall planting window, Sept-October.
- Inspect all fall plantings for depth, mulching, and watering initiation.
- Conduct first community outreach activity (public demonstration, Tree Board engagement, neighborhood communications).

Quarter 3 (Nov 2026-Jan 2027)

- Continue contracted tree removals and stump grinding.
- Continue public communications on project progress.

Quarter 4 (Feb -April 2027)

- Review remaining sites and prepare for spring planting.
- Confirm tree order adjustments if needed based on winter losses or inventory availability.
- Conduct spring community outreach (tree planting day, school route engagement, or Tree Board education event).

Year 2 – May 1, 2027 – April 30, 2028

Quarter 1 (May–July 2027)

- Resume tree planting as weather permits. *(No planting in July unless written permission provided by your grant manager.)*
- Complete inspections of all newly planted trees.
- Perform mid-season tree health inspection and corrective actions.

Quarter 2 (Aug–Oct 2027)

- Complete any remaining planting (if needed), Sept-October.

- Continue watering, mulching, and establishment care.

Quarter 3 (Nov 2027-Jan 2028)

- Conduct final year-end inspection and update TreePlotter™.

Quarter 4 (Feb -April 2028)

- Compile project documentation and prepare final reporting.

Budget Table

Nebraska Statewide Arboretum UCF Grant Application

Directions: *Complete this form in detail. If you are requesting a one year grant, leave years 2 & 3 blank. If you are requesting a 2 year grant, leave year 3 blank. Common eligible expenses are listed below; add rows as necessary. Be specific about expenses, making sure requested funds are eligible for reimbursement. A successful budget will be detailed, financially realistic, and cost-effective. No match is required. List your anticipated project costs inside the red box. Cells outside of red boxes will fill in automatically as you go. This form has formulas; double-check that totals are accurate. Direct questions about the budget form to : hpinneo2@unl.edu*

McCook Tree Removal & Replacement Project

Budget Category	Budget Description/Justification	Hourly Rate/Cost per item	Number Hours/items	Year 1	Year 2	Total Funds Requested
Salary and benefits						
Administration (RFQs, Grant Doc)	Writing & Posting RFQ. Evaluating bids. Contracting.	$30/Hour	40 Hours	$1,200		$1,200.00
Evaluation & Matrix Assessment	4 Team members work through assessment, 40 trees/year	$120/Hour	0.5 hrs/tree	$2,400	$2,400	$4,800.00
Contractor Management/Oversight	40 trees/year	$30/Hour	0.5 hrs/tree	$600	$600	$1,200.00
After Care for Planted Trees	Water, mulch, and inspect trees. 25 hours/tree/year. 40 trees/year	$30/Hour	25 hrs/tree	$30,000	$30,000	$60,000.00
Community Outreach	Team of 6 People. Planning and holding 3 community programs/year	$180/Hour	8 hours (4 hours each year)	$720	$720	$1,440.00
Tree Planting						
Tree purchase	15 gal grow bag trees	$350/each	80 (60/20)	$21,000	$7,000	$28,000.00
Supplies	Mulch, stakes, etc	$40/tree	80 (60/20)	$2,400	$800	$3,200.00
Contracting	Tree Installation	$110/tree	80 (60/20)	$6,600	$2,200	$8,800.00
Tree Removals						
Contracting: Arborist Tree Evaluation	Arborist Inspection of High-Risk or Removal Candidates	$50/hour	0.5 hrs/tree	$1,000	$1,000	$2,000.00
Contracting: Tree Removal	Tree removal and stump grinding	$2188/tree ($1200-$5500/tree)	80	$127,520	$43,386	$170,906.00
Supplies	Stump Grainding Skid Steer Attachment	$4500	1	$4,500		$4,500.00
Workforce Development						
Arborist Certification Training	Exam Fee					$0.00
Training materials	ISA study guides	$110/guide		$110		$110.00
Training Stipends						$0.00
Other						$0.00
Outreach						
Signage	Yard Signs	$15	80	$1,200		$1,200.00
Signage	Individual Tree Signs	$150/sign	80	$6,000	$6,000	$12,000.00
Signage	Door Hanger	$2.15	160	$344		$344.00
Community Outreach Supplies	Printed materials, signage, and basic event supplies.	$50/event	6	$150	$150	$300.00
			Total	$205,744	$94,256	**$300,000.00**

Budget Narrative
Project Title: McCook Tree Removal and Replacement Project

Directions: Provide the calculations used to determine the total requested and include the justification of the calculations. For categories where you are not requesting project funds, please list $0, do not delete the sections. Pay special attention to the "other" categories. If you are requesting funding under "other" ensure that you provide adequate details so the reviewers understand what the funding will be used for and how the amount was determined. The totals listed on the narrative and in the budget spreadsheet must match each other.

Total Request: $300,000

Salary & Benefits Total: $68,640

Administrative Costs: $1,200

Preparing and managing RFQ process, evaluating bids and contracting efforts- 40 hours @ $30/hr = $1,200

Evaluation & Matrix Assessment: $4,800

Team of 4 completing the Evaluation and Matrix Assessment. $30/hr/person= $120 x 0.5 hours/tree x 80 trees = $4,800

Contractor Management / Oversight: $1,200

Time to oversee and mitigate issues related to contractors throughout project- $30/hour x 0.5 hrs/tree x 80 trees = $1,200

After Care for Planted Trees: $60,000

Tree inspections, watering, mulch, etc. 25 hours/tree/year x $30/hr x 80 trees = $60,000

According to the Nebraska Forest Service's guidelines (NebGuide G1195), newly planted trees require weekly watering (not exceeding 1 inch/week), annual mulching, bi-monthly inspections, pruning, and pest/disease monitoring—totaling approximately 45–50 hours of care yearly. Our plan to allocate 25 hours of care per tree reflects a focused, well-organized schedule that exceeds minimal requirements and aligns with Nebraska-recommended practices, ensuring healthy establishment and long-term success.

Community Education: $1,440

Team of 6 people will plan 3 educational community events year 1 and year 2. $30/hr x 6 people x 4 hours each year x 2 years = $1,440

Tree Planting Total: $40,000

Site Preparation/Grading – None anticipated.

Tree Purchase: $28,000

We will plant 80 trees during this project. The trees will be purchased in 15-gallon grow bags from a Nebraska nursery. The trees are estimated at $350. Forty trees will be planted in Year 1 and another 40 trees in year 2.

Planting Supplies: $3,200

Supplies will be provided by the contractor installing the trees. The contractor charges a flat rate of $40/tree for mulch and stakes.

Contracting $8,800

We will work with a local contractor to install all trees. They charge $110/tree for installation.

Tree Removals Total: $177,406

Contracting- Arborist Evaluation: $2,000

A certified arborist will reassess 80 inventoried trees prior to removal decisions using the Tree Assessment Matrix. The arborist will physically inspect each tree (approximately two trees per hour at $50/hour) and provide updated information to the project team for input into the matrix. This process ensures accurate removal and replacement decisions, with species selected from the 2026 Tree Rebate Program.

Contracting- Tree Removal: $170,906

We will hire contractor(s) to remove 80 dead, dying, or hazardous trees and grind the associated stumps. We plan to do 40 Year 1 and 40 Year 2. Based on preliminary pricing, we estimate removal costs as follows:

- 20% large trees (30+ inches DBH) at approximately $5,500 per tree
- 8% medium trees (20–30 inches DBH) at approximately $2,800 per tree
- 72% small trees (10–20 inches DBH) at approximately $1,200 per tree
- Averages at $2188 a tree

These cost estimates include tree removal, stump grinding, disposal, and site cleanup.

Supplies: $4,500

Stump Grinding Skid Steer Attachment – $4,500

Workforce Development Total: $110

Training Materials $110

Purchase of one ISA Certified Arborist Exam Study Guide ($110) for Parks and Recreation forestry staff to review and reference during Year 1 of the grant.

Outreach Total: $13,844

Yard Signs: $12,000

Budget Narrative
Project Title: McCook Tree Removal and Replacement Project

To inform the public about the project and increase visibility, the City will produce 80 curbside informational signs to place near removal/planting sites. Costs include design, printing, and installation hardware. $15/sign x 80 signs = $1,200

Individual Tree Signs: $12,000

Purchase of 80 permanent educational/memorial tree signs ($150 each) to be installed at the base of newly planted trees. These signs will identify the tree species and highlight the project's purpose, providing long-term educational value for the community. $150/sign x 80 = $12,000.

Door Hangers for Adjacent Homeowners: $344
Design and print approximately 160 door hangers ($2.15 each, total $344) with simple tree care instructions for adjacent homeowners. These will explain watering, mulching, and outline City responsibilities to support successful tree establishment.

Public Outreach Events: $ 300
The City will host community outreach events to educate residents about tree planting and proper early care. Events will include demonstrations led by forestry staff and partners. Costs include printed materials, signage, and basic event supplies. 6 events (3 events year 1 and 3 events year 2) x $50/event = $300.00

Total Cost of the Project: $300,000. The City of McCook will fund additional costs beyond $300,000.

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CITY MANAGER'S REPORT
APRIL 20, 2026 MCCOOK CITY COUNCIL MEETING

ITEM: 3.F.

RECOMMENDATION: RECEIVE AND FILE CHANGE ORDER NO. 8 FOR THE P.F.C. GERALD L. WALTERS YOUTH SPORTS COMPLEX.

BACKGROUND:

The accompanying change order is part of the P.F.C. Gerald L. Walters Youth Sports Complex project. The City of McCook's guaranteed maximum price will be adjusted to account for the addition of 2 double duplex outlets to the shade structure area and then 1 double duplex outlet to both the championship baseball and championship softball fields. The total change order amount is $19,765.

APPROVALS:

Lea Ann Doak, City Clerk — April 16, 2026

Nate Schneider, City Manager — April 16, 2026

MAMMOTH

PCCO #008

Mammoth Sports Construction, LLC
3922 74th St
Meriden, Kansas 66512
Phone: (785) 400-6136

Project: 24-4276 - City of McCook RFQ
North of West Q Street and West 17th Street
McCook, Nebraska 69001

Prime Contract Change Order #008: Owner CO - Addition of (4) Outlets

TO:	**City of McCook** 505 West C. St. McCook, Nebraska 69001	**FROM:**	**Mammoth Sports Construction** 3922 74th St Meriden, Kansas 66512
DATE CREATED:	4/10/2026	**CREATED BY:**	Courtney McDonald **(Mammoth Sports Construction)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	2:Package A, B, & C	**TOTAL AMOUNT:**	$19,765.00

DESCRIPTION:
CE #046 - Owner CO - Addition of (4) Outlets
Owner CO to add (2) double duplex outlets to the shade structure area and then (1) double duplex outlet to both Championship Baseball and Championship Softball fields. Total = $19,765

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
008	Owner CO - Addition of (4) Outlets		$19,765.00
		Total:	$19,765.00

The original (Contract Sum)	$16,898,020.79
Net change by previously authorized Change Orders	$162,773.60
The contract sum prior to this Change Order was	$17,060,794.39
The contract sum would be changed by this Change Order in the amount of	$19,765.00
The new contract sum including this Change Order will be	$17,080,559.39
The contract time will not be changed by this Change Order.	

City of McCook
505 West C. St.
McCook, Nebraska 69001

Signed by:
Nate Schneider 4/16/2026
538EF5DE18D44C8...
SIGNATURE **DATE**

Mammoth Sports Construction
3922 74th St
Meriden, Kansas 66512

Signed by:
Courtney McDonald 4/16/2026
D65031A81D91444...
SIGNATURE **DATE**

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: 3.G.

RECOMMENDATION:

Approve Grant of License between the City of McCook and Crystl Chauncy for a portion of the city right-of-way to allow for an existing fence to be replaced.

BACKGROUND:

Crystl Chauncy is making a request for a Grant of License to be allowed to use a portion of the city right-of-way to replace an existing fence located at 502 E. 7th Street. If it becomes necessary for the fence to be removed, the City can require said removal at the owner's expense.

FISCAL IMPACT: None.

APPROVALS:

Barry Mooney — April 16, 2026
Barry Mooney, Building Inspector

Lea Ann Doak — April 16, 2026
Lea Ann Doak, City Clerk

Tera Koetter — April 16, 2026
Tera Koetter, Assistant City Manager

Nate Schneider (Tod) — April 16, 2026
Nate Schneider, City Manager

TOP PORTION FOR USE BY THE OFFICE OF THE REGISTER OF DEEDS ONLY

After Recording Return to:

Lea Ann Doak, City Clerk
City of McCook
505 W "C" Street
McCook NE 69001-3618

GRANT OF LICENSE

This Agreement is made and entered into this 20th day of April, 2026, by and between the City of McCook, Nebraska, hereinafter referred to as the Licensor, and Crystl Chauncy, hereinafter referred to as the Licensee.

Licensor hereby grants to Licensee the revocable right, privilege, and permission to use the following described real property for replacing an existing fence on property owned by the City of McCook described as:

A tract of land that is part of Lot 4, Block 5, Tenth Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:

Commencing at the SE Corner of Lot 4, Block 5, Tenth Addition to the City of McCook,
Thence N88°09'32"W (all bearings contained herein relative thereto), on the South line of said Lot 4, 28.17 feet where said South line intersects an existing fence that has been in the same location since 2000;
Thence continuing on said South line N88°09'32"W, 88.01 feet to a point where said South line intersects said fence; Thence continuing on said fence, S01°16'59"W, 15.50 feet;
Thence continuing on said fence, S88°44'08"E, 87.98 feet;
Thence continuing on said fence N01 25'38"E, 15.34 feet to the Point of Beginning.

Said tract contains 1357.35 Square Feet and is for the Grant of License to re-build an existing fence in the same location that it has been since 2000 on the City R.0.W.

This License is granted and restricted to the above described improvements situated on the subject real property and is further restricted to repairing said structures only and does not extend to any material improvement or modification of the structure or replacement thereof.

This License is further subject to the condition that the Licensor retains the right, at its sole discretion, to have removed any portion of said improvement when deemed necessary by the Licensor. The Licensee shall bear any and all expense pertaining to any access said Licensor may require. This license is nonexclusive to the Licensee.

The Licensee shall assume all liability with use of Licensor property and indemnify Licensor from all liability.

The term of the License shall be the life of the existing fence with the restrictions set forth herein.

CITY OF MCCOOK, NEBRASKA

By: _____

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

_____

Lea Ann Doak, City Clerk

Acknowledgement

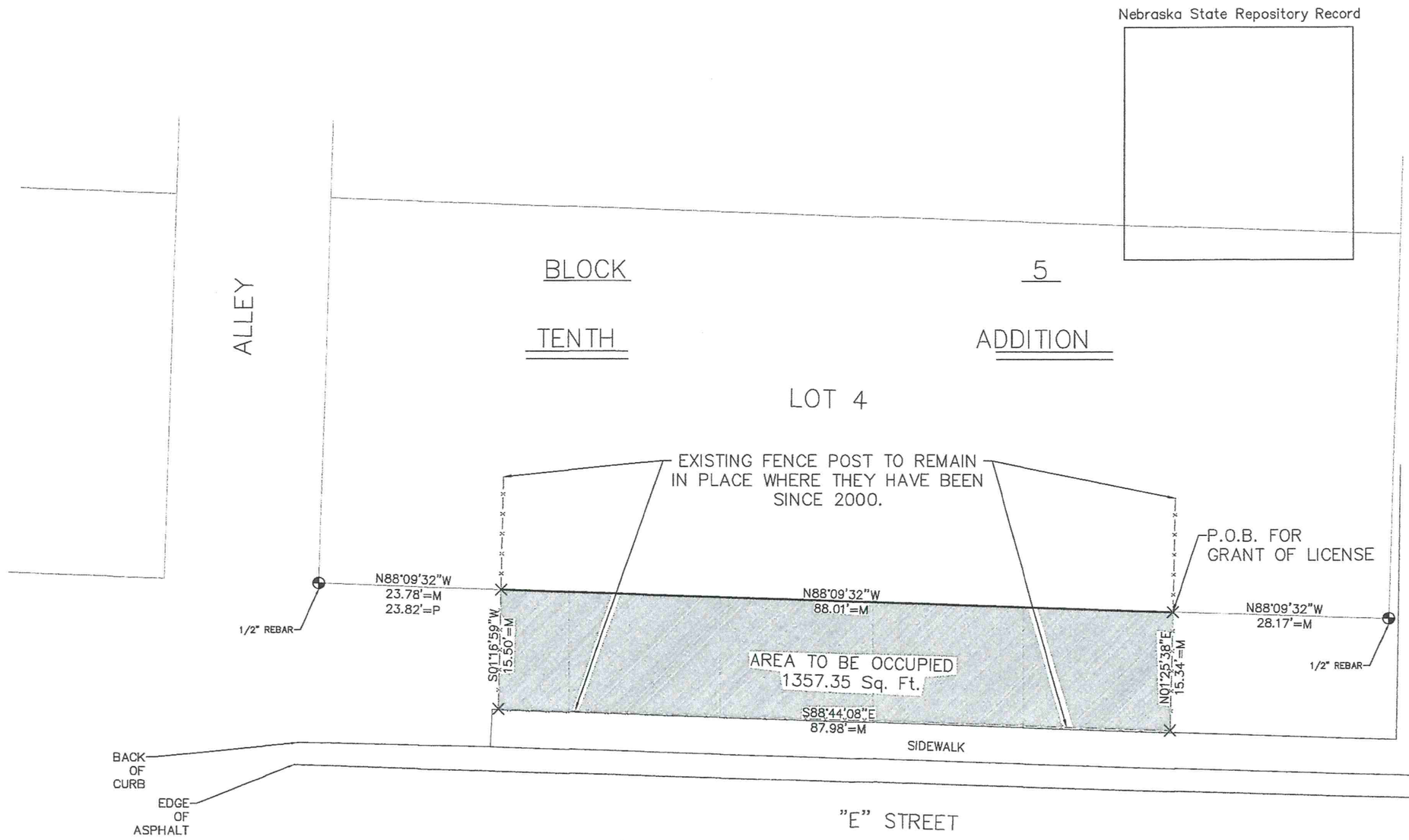
State of Nebraska)
) s.s.
County of Red Willow)

The foregoing instrument was acknowledged before me this 20th day of April, 2026 by Linda Taylor, Mayor of the City of McCook and Lea Ann Doak, Clerk of the City of McCook, Nebraska.

_____

Notary Public

--GRANT OF LICENSE TO OCCUPY R.O.W.--
--CHAUNCY SURVEY--
GRANT OF LICENSE TO OCCUPY R.O.W. ATTACHED TO LOT 4, BLOCK 5, TENTH ADDITION TO THE CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA



Legal Description

Commencing at the SE Corner of Lot 4, Block 5, Tenth Addition to the City of McCook,
Thence N88°09'32"W (all bearings contained herein relative thereto), on the South line of said Lot 4, 28.17 feet where said South line intersects an existing fence that has been in the same location since 2000;
Thence continuing on said South line N88°09'32"W, 88.01 feet to a point where said South line intersects said fence;
Thence continuing on said fence, S01°16'59"W, 15.50 feet;
Thence continuing on said fence, S88°44'08"E, 87.98 feet;
Thence continuing on said fence N01°25'38"E, 15.34 feet to the Point of Beginning.

Said tract contains 1357.35 Square Feet and is for the Grant of License to re-build an existing fence in the same location that it has been since 2000 on the City R.O.W.

N

0 7.5 15 30
SCALE IN FEET

Legend

- ◉ = FOUND CORNER AS NOTED
- X = CALCULATED POINT
- M = MEASURED DISTANCE
- P = PLATTED DISTANCE

THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY TERRY FAMILY SURVEYING LLC TO DETERMINE OWNERSHIP, EASEMENTS, OR RIGHTS-OF-WAY.

SURVEYOR'S CERTIFICATE

I, Don D. Terry, Nebraska Registered Land Surveyor No. LS-812, do hereby state that the survey and the referenced Legal Description herein, was performed by myself using known and recorded monuments. All information shown on the above plat is accurate and correct to the best of my knowledge and belief.

Date of Survey: April 9, 2026

NEBRASKA PROFESSIONAL LAND SURVEYOR DON DOUGLAS TERRY PLS-812 04/09/26

T.F.S.

TERRY FAMILY SURVEYING LLC
403 WASHINGTON AVE., McCOOK, NE, 69001
308-737-7752

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: 3.H.

RECOMMENDATION:

Approve Grant of License between the City of McCook and Bob Ihrig owner of "The Shed" for a portion of the city right-of-way to be used for off street parking.

BACKGROUND:

Bob Ihrig is making a request for a Grant of License to allow them to use a portion of the city right-of-way to add off street parking at his business "The Shed" located at 205 E. 4th Street. The property is located in the Business Commercial District (BC) and Mr. Ihrig is using said property for a commercial purpose, making it important to navigate on-street parking concerns. A Grant of License does not convey ownership to Mr. Ihrig, it only allows for city right-of-way to be used for parking purposes.

FISCAL IMPACT: None.

APPROVALS:

Barry Mooney — April 16, 2026
Barry Mooney, Building Inspector

Lea Ann Doak — April 16, 2026
Lea Ann Doak, City Clerk

Tera Koetter — April 16, 2026
Tera Koetter, Assistant City Manager

Nate Schneider (Pd) — April 16, 2026
Nate Schneider, City Manager

TOP PORTION FOR USE BY THE OFFICE OF THE REGISTER OF DEEDS ONLY

After Recording Return to:

Lea Ann Doak, City Clerk
City of McCook
505 West "C" Street
McCook NE 69001-3618

GRANT OF LICENSE

This Agreement is made and entered into this 20th day of April, 2026, by and between the City of McCook, Nebraska, hereinafter referred to as the Licensor, and Robert Mark and Susan Jean Ihrig, hereinafter referred to as the Licensees.

Licensor hereby grants to Licensee the revocable right, privilege, and permission to use the following described real property for off street parking encroaching on the City's right of way described as:

A tract of land that is part of Lot 9, Block 32, Second Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:

Beginning at the SW Corner of Lot 9, Block 32, Second Addition to the City of McCook,
Thence N01°43'14"E (all bearings contained herein relative thereto), on the West line of said Lot 9 (East Right of Way line of Fourth Street East), 50.03 feet;
Thence N88°18'09"W, 22.55 feet;
Thence S01°39'23"W, 50.04 feet;
Thence S88°20'04"E 22.49 feet to the Point of Beginning.

Said tract contains 1117.99 Square Feet and is for the Grant of License to build off street parking on the City R.O.W.

This License is granted and restricted to the above described improvements situated on the subject real property and is further restricted to repairing said structures only and does not extend to any material improvement or modification of the structure or replacement thereof.

The term of the License shall be the life of the existing structure with the restrictions set forth herein.

CITY OF MCCOOK, NEBRASKA

By: _____
Linda Taylor, Mayor

ATTEST:

_____
Lea Ann Doak, City Clerk

Acknowledgement

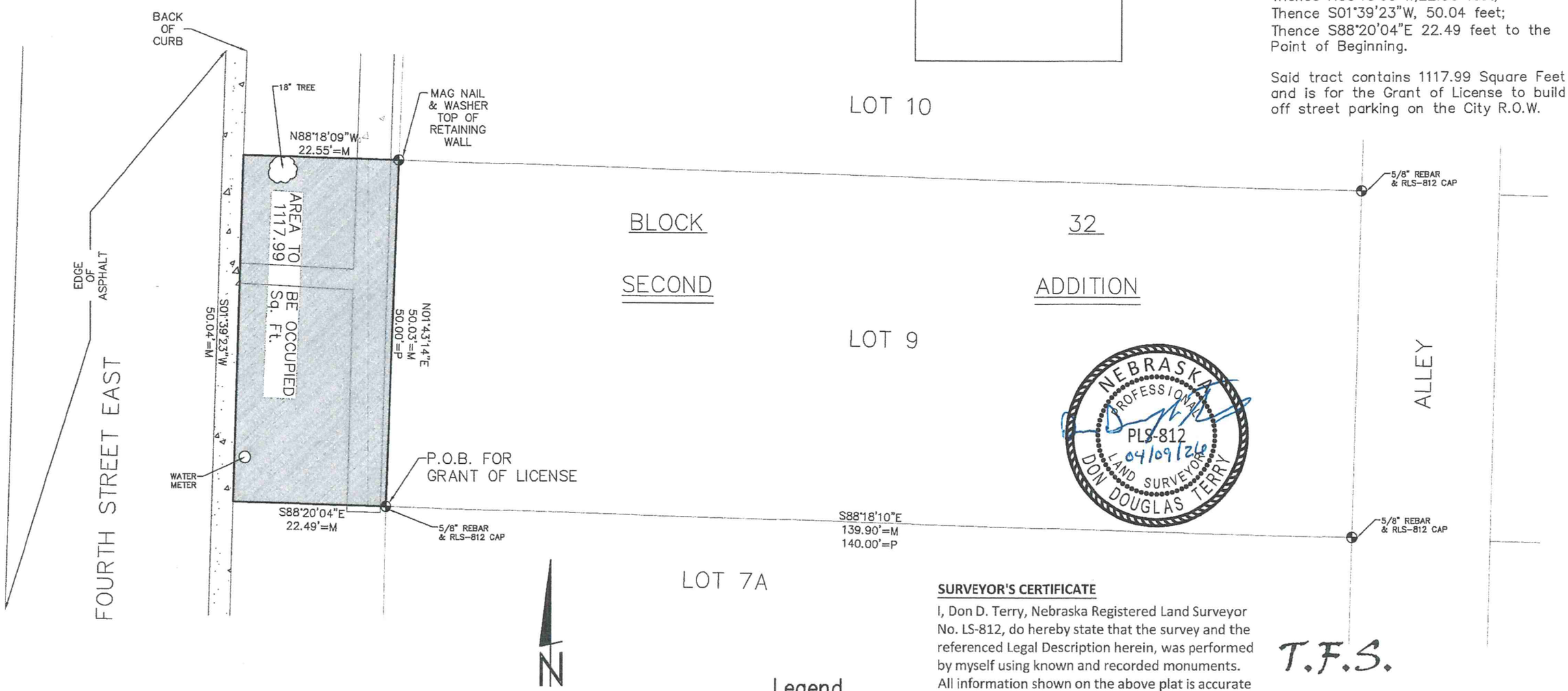
State of Nebraska)
) s.s.
County of Red Willow)

The foregoing instrument was acknowledged before me this 20th day of April, 2026 by Linda Taylor, Mayor of the City of McCook and Lea Ann Doak, Clerk of the City of McCook, Nebraska.

_____
Notary Public

--GRANT OF LICENSE TO OCCUPY R.O.W.--
--IHRIG SURVEY--
GRANT OF LICENSE TO OCCUPY R.O.W. ATTACHED TO LOT 9, BLOCK 32, SECOND ADDITION TO THE CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA

Nebraska State Repository Record



Legal Description

Beginning at the SW Corner of Lot 9, Block 32, Second Addition to the City of McCook,
Thence N01°43'14"E (all bearings contained herein relative thereto), on the West line of said Lot 9 (East Right of Way line of Fourth Street East), 50.03 feet;
Thence N88°18'09"W,22.55 feet;
Thence S01°39'23"W, 50.04 feet;
Thence S88°20'04"E 22.49 feet to the Point of Beginning.

Said tract contains 1117.99 Square Feet and is for the Grant of License to build off street parking on the City R.O.W.

SURVEYOR'S CERTIFICATE

I, Don D. Terry, Nebraska Registered Land Surveyor No. LS-812, do hereby state that the survey and the referenced Legal Description herein, was performed by myself using known and recorded monuments. All information shown on the above plat is accurate and correct to the best of my knowledge and belief.

Date of Survey: April 9, 2026

Legend

◐ = FOUND CORNER AS NOTED
M = MEASURED DISTANCE
P = PLATTED DISTANCE

THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY TERRY FAMILY SURVEYING LLC TO DETERMINE OWNERSHIP, EASEMENTS, OR RIGHTS-OF-WAY.

T.F.S.

TERRY FAMILY SURVEYING LLC
403 WASHINGTON AVE., McCOOK, NE, 69001
308-737-7752

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: 4.A.

RECOMMENDATION:

Approve the request from McCook Rotary to create an arboretum in Kelley Park.

BACKGROUND:

McCook Rotary is requesting permission to create an arboretum in Kelley Park. Rotary believes that Kelley Park would be an excellent addition to the Nebraska Statewide Arboretum that is administered by PlantNebraska.

Rotary would perform the task of identifying the species of trees as well as providing signage for the trees. City Staff believes that this would be continue our great partnership that we have with PlantNebraska. We are currently working with PlantNebraska on the $300,000.00 tree removal and replacement grant that the City of McCook was recently awarded.

By establishing Kelley Park as an arboretum will provide the community a living laboratory for education, a hub for environmental stewardship, and a sanctuary for public well-being.

Representatives of McCook Rotary will be present during the meeting to provide more information and answer any questions.

The only cost to the City of McCook would be a $250.00 annual fee for accreditation. This could be paid out of our annual tree replacement budget line item.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — April 7, 2026

Nate Schneider, City Manager — April 7, 2026

Kyle Potthoff

From: Bruce K. Hoffman <bruce.hoffman@hotmail.com>
Sent: Monday, April 6, 2026 10:47 AM
To: Kyle Potthoff
Subject: Apr 20 council meeting

External (bruce.hoffman@hotmail.com)

Graymail Spam Phish More... FAQ Protection by Eakes

Kyle, the McCook rotary would like to create an arboretum in Kelley Park if we can obtain the go ahead from the city council.

Our Rotary chapter would do the work of identifying trees and providing the signage for the trees. I feel that Kelly Park would be an excellent addition to the Statewide Arboretum that is administered by, Plant Nebraska.

There is a $250 per year fee for accreditation that I hope isn't deal breaker.

Either Vince Allen, our rotary group leader or I would be happy to go before the council to get the necessary approval. (hopefully)

Thanks Kyle, b

Get Outlook for iOS

CITY MANAGER'S REPORT
APRIL 20, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 4.B Approve the West Central Nebraska Development District Professional Agreement between WCNDD and the City of McCook for the purpose of conducting a compliant Income Survey for applicable planning, compliance, and funding purposes, which includes eligibility determination under the Community Development Block Grant (CDBG) program.

BACKGROUND:

The City of McCook has explored the possibility of conducting an Income Survey to determine if the City meets the U.S. Department of Housing and Urban Development's Income Limits for Very Low Income (50% of Area Median Income) and Low Income (80% of Area Median Income). Currently, McCook sits below the 50% threshold necessary to qualify for CDBG consideration, per the data contained within the 2020 American Community Survey. The gap to qualify for CDBG assistance is not that wide, and based on a cursory overview of McCook's collective annual family income data, the City of McCook and the MEDC believe the annual Low and Moderate Income Summary Data published in the 2020 American Community Survey may not be an accurate representation of McCook's Gross Annual Family Income.

The MEDC and City of McCook reached out to West Central Nebraska Development District to determine if WCNDD could assist with completing a scientifically sound, methodologically compliant Income Survey. WCNDD expressed an interest in assisting the City of McCook in its efforts, and provided the City and MEDC with an agreement for consideration. Per the agreement, WCNDD will complete an Income Survey in a form acceptable to NDED and HCDA. The agreement sets out the process WCNDD will use to assure compliance with all federal and state requirements. The agreement spells out of the expectations for both the City of McCook and WCNDD. The time period established for completion of this project is 180 days following execution of the agreement. The MEDC voted to pay the consultation cost of $7,500, eliminating the need for the City to use general fund revenue to pay for the project. The agreement assures that all income data collected by WCNDD will remain confidential. All deliverables will be the property of the City of McCook following completion of WCNDD's work. Based on the terms of the agreement, City staff is comfortable bringing the document to the City Council for approval.

The MEDC and City of McCook are excited to execute this agreement with WCNDD. If the City of McCook exceeds the 51% threshold, CDBG funds would become available to assist the City with its development efforts.

A copy of the agreement is attached to this report.

APPROVALS:

Nathan A. Schneider, City Manager — April 16, 2026

Lea Ann Doak, City Clerk — April 16, 2026

Tera Koetter, Assistant City Manager — April 16, 2026

WEST CENTRAL NEBRASKA DEVELOPMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT
Income Survey Services – LMI Percentage Determination and/or Correction
City of McCook, Nebraska

This Professional Services Agreement ("**Agreement**") is entered into as of the date all Parties have executed the signature block set forth in Section 20 hereof ("**Effective Date**"), by and between the **City of McCook, Nebraska**, a municipal corporation duly organized and existing under the laws of the State of Nebraska ("**City**"), and the **West Central Nebraska Development District**, a regional planning and development organization organized pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq. ("**Consultant**"). City and Consultant are each referred to herein individually as a "**Party**" and collectively as the "**Parties**."

SECTION 1. RECITALS

1.1 The City desires to conduct a scientifically sound, methodologically compliant Income Survey using a Random Sample Survey ("RSS") methodology to determine and/or correct the City's Low- and Moderate-Income ("LMI") percentage for its entire incorporated municipal service area, for applicable planning, compliance, and funding purposes, including eligibility determination under the Community Development Block Grant ("CDBG") program administered by the Nebraska Department of Economic Development ("DED") pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("HCDA"), and 24 CFR Part 570, Subpart I.

1.2 The primary basis for determining LMI area benefit ("LMA") eligibility under the CDBG program is the HUD-provided Low- and Moderate-Income Summary Data ("LMISD") based on the American Community Survey ("ACS"). Where such data may not accurately reflect the current economic conditions of the City's service area, or where the City believes a local income survey will yield a more accurate result, federal regulations at 24 CFR 570.483(b)(1)(i) and HUD Notices CPD-14-013 and CPD-24-04 authorize and govern the conduct of a methodologically sound local income survey in lieu of or in supplement to the LMISD.

1.3 Consultant has expertise in community development planning, data collection, survey administration, LMI compliance documentation, and CDBG grant administration, and is qualified to perform the Services described herein.

1.4 City desires to retain Consultant, and Consultant desires to be retained by City, to perform the Services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"ACS" means the American Community Survey, a continuous survey administered by the U.S. Census Bureau used by HUD as the basis for the LMISD.

"CDBG" means the Community Development Block Grant program authorized under Title I of the HCDA and administered in the State of Nebraska by DED.

"Confidence Level / Margin of Error (MOE)" means the statistical parameters required by HUD Notice CPD-24-04 for any local income survey. The RSS shall be conducted at a minimum ninety percent (90%) confidence level, with a MOE no greater than that specified in HUD's published LMISD for the equivalent geography (+/-5.60%).

"DED" means the Nebraska Department of Economic Development, the state agency responsible for administering the CDBG program on behalf of non-entitlement communities in Nebraska.

"Deliverables" means the reports, datasets, workbooks, documentation packages, summaries, and other work product described in this Agreement and in Exhibit A (Scope of Work) attached hereto.

"Effective Date" means the date upon which all Parties have executed the signature block in Section 20 hereof.

"Gross Annual Family Income" means the total gross annual income of all members of a family unit, as defined under 24 CFR 5.403, used to determine LMI status consistent with applicable HUD income limits.

"HCDA" means the Housing and Community Development Act of 1974, as amended, Pub. L. 93-383.

"HUD" means the U.S. Department of Housing and Urban Development.

"HUD Income Limits" means the annual income limits published by HUD for the McCook, Nebraska area (Red Willow County) defining Very Low Income (50% of Area Median Income) and Low Income (80% of Area Median Income) thresholds by family size. The income limits in effect at the commencement of the survey collection period shall be used consistently throughout the survey.

"Income Survey" or "Survey" means the Random Sample Survey of household income conducted within the Survey Area pursuant to this Agreement, in accordance with HUD Notice CPD-14-013, HUD Notice CPD-24-04, 24 CFR 570.483(b)(1)(i), to determine the percentage of LMI persons/households residing within the Survey Area.

"LMA" means the Low- and Moderate-Income Area Benefit national objective subcategory under the CDBG program, pursuant to which an activity qualifies where at least fifty-one percent (51%) of residents in the service area are LMI persons (24 CFR 570.483(b)(1)).

"LMI" means Low- and Moderate-Income, referring to households or persons with gross annual income at or below eighty percent (80%) of the Area Median Income, adjusted for family size, as determined by applicable HUD Income Limits.

"LMISD" means the Low- and Moderate-Income Summary Data published by HUD based on the 2020 ACS five-year estimates, as updated by HUD Notice CPD-24-04, used as the primary basis for LMA determinations.

"Random Sample Survey (RSS)" means the statistically valid survey methodology authorized under HUD Notice CPD-14-013 and CPD-24-04 and Nebraska DED guidelines, whereby a randomly selected sample of households drawn from the Survey Universe is surveyed to estimate the LMI percentage of the entire Survey Area. A 100% response rate from the selected sample (including eligible replacements) is required for validity.

"Services" means the professional services to be performed by Consultant under this Agreement, as more particularly described in Exhibit A (Scope of Work).

"Survey Area" means the entire incorporated municipal boundary of the City of McCook, Red Willow County, Nebraska, as legally defined, encompassing all residential dwelling units, households, and persons residing within said corporate limits at the time the Survey is conducted. The Survey Area shall constitute the total universe from which the random sample shall be drawn consistent with applicable HUD and DED methodology requirements, including HUD Notice CPD-14-013, HUD Notice CPD-24-04, and 24 CFR 570.483(b)(1)(i). A map depicting the Survey Area boundary shall be attached hereto as Exhibit E.

"Survey Universe" means the complete, deduplicated list of all occupied and vacant residential housing units located within the Survey Area, from which the RSS sample shall be drawn. The Survey Universe shall be compiled from available sources including, but not limited to, City utility customer records, postal service address lists, county assessor records, and/or other reliable sources as agreed by the Parties.

"Valid Survey Period" means the period during which a completed RSS may be used to demonstrate LMA compliance in a CDBG application. Per Nebraska DED guidelines, a completed income survey is valid for eighteen (18) months prior to the application submission deadline.

SECTION 3. TERM

3.1 Term.

This Agreement commences on the Effective Date and terminates one hundred eighty (180) days thereafter, unless extended by written amendment signed by both Parties or terminated earlier pursuant to Section 13 hereof.

3.2 Schedule.

Consultant shall perform the Services in accordance with the project schedule set forth in Exhibit B (Project Schedule), which is incorporated herein by reference. Material deviations from the schedule shall be addressed by mutual written agreement of the Parties pursuant to Section 9 hereof.

SECTION 4. SCOPE OF SERVICES

4.1 Services.

Consultant shall perform the professional services described in Exhibit A (Scope of Work), which is incorporated herein by reference. Subject to Exhibit A, the Services shall include the following tasks:

Task 1 – Project Initiation and Coordination. Consultant shall conduct a project kickoff with City staff to confirm the Survey Area boundary, compile the Survey Universe, confirm the applicable HUD Income Limits, establish the data collection timeline, and coordinate with the DED CDBG program representative as appropriate to ensure methodology compliance prior to survey launch.

Task 2 – Survey Universe Compilation. Consultant shall compile and deduplicate the Survey Universe from all available and reliable address sources (utility records, assessor data, postal records, and others). The Survey Universe shall include all occupied and vacant residential dwelling units within the Survey Area. Consultant shall document the source(s) and date(s) of the address data used.

Task 3 – Sample Size Calculation. Consultant shall calculate the required minimum sample size for the RSS in accordance with HUD Notice CPD-24-04 at a minimum ninety percent (90%) confidence level, with a MOE no greater than that of the HUD-published LMISD for the equivalent geography, (+/-5.60%). The sample size calculation, confidence level, and MOE shall be documented and disclosed in the final Deliverables.

Task 4 – Random Sample Selection. Consultant shall select the RSS sample from the Survey Universe using a statistically valid randomization method (e.g., random number table or equivalent). The randomization methodology and random number sequence shall be documented and retained as part of the project record. Replacement households, if needed due to non-response, shall be selected from the same randomization table in documented sequential order.

Task 5 – Survey Instrument Development. Consultant shall develop or adapt a survey instrument consistent with the HUD CDBG Income Survey Guidelines The instrument shall collect, at minimum: number of persons in household; total gross annual family income; and, where required by DED or HUD, race, ethnicity, and gender data of household members. The instrument shall reference the applicable HUD Income Limits for the McCook/Red Willow County area and shall include an income card or equivalent income range reference for respondent use.

Task 6 – Public Outreach. Consultant, with City cooperation, shall implement a public notification plan prior to and during the survey collection period. Outreach efforts shall include, at minimum, a public notice published in a newspaper of general circulation in McCook, and may include City website posting, social media, utility bill inserts, and/or posted flyers. Outreach materials shall comply with the HUD Income Survey Outreach Materials guidance.

Task 7 – Survey Administration. Consultant shall administer the RSS using mail-out questionnaire or an electronic approach. For each sampled household, Consultant shall document each contact attempt in a case management log, including date, time, method, and outcome. For non-responsive sampled households, Consultant shall make a minimum of three (3) documented contact attempts before substituting a replacement household from the randomization table.

Task 8 – Data Entry, Validation, and Quality Control. Consultant shall enter all survey responses into the applicable HUD CDBG Income Survey Excel workbook or equivalent, validate data for completeness and consistency, and perform quality control review prior to LMI calculation. All survey forms shall be complete; if any question is not applicable, the response shall be recorded as 'N/A' or '0' as appropriate.

Task 9 – LMI Percentage Calculation. Consultant shall calculate the LMI percentage from the valid RSS responses using the applicable HUD Income Limits and in accordance with the definitions of 'family' and 'gross annual family income' under 24 CFR 5.403 and CPD-14-013. The calculation shall be performed in the HUD calculation workbook and shall document the total surveyed households, number of LMI households, LMI percentage, sample size, confidence level, and achieved MOE.

Task 10 – DED Exhibit E2 and Documentation Package. Consultant shall prepare Nebraska DED Exhibit E2 (LMI – Area Basis (LMA), Random Sample Survey) and all supporting documentation required by DED for inclusion in a future CDBG application or compliance file, including the completed survey forms (or a statistically valid aggregated dataset), the case management log, the calculation workbook, the methodology memo, and the public outreach documentation.

Task 11 – Final Report. Consultant shall prepare a Final Income Survey Report documenting all aspects of the survey methodology, administration, results, and conclusions. The report shall include the Survey Area description and map, Survey Universe size and source, sample size and calculation methodology, randomization method, public outreach activities, response rate, quality control measures, LMI percentage result, confidence level, MOE, income limits used, and a statement of validity period.

Task 12 – Presentation. Consultant shall present the Final Report findings to City staff and/or City Council.

4.2 Standard of Care. Consultant shall perform the Services in a professional and workmanlike manner consistent with the standard of care ordinarily exercised by similarly situated planning and community development professionals performing comparable income survey services in the State of Nebraska. Consultant shall comply with all applicable federal and state regulations and program requirements, including without limitation 24 CFR 570.483(b)(1)(i), HUD Notice CPD-14-013, HUD Notice CPD-24-04.

4.3 Deliverables.
Consultant shall provide the Deliverables described in Exhibit A. City review and acceptance of Deliverables is governed by Section 7 hereof.

4.4 Survey Validity.
Consultant shall endeavor to complete the Survey within a timeframe that maximizes the Valid Survey Period relative to anticipated CDBG application deadlines. Consultant shall notify City in writing if any delay threatens the Valid Survey Period. Consultant makes no guarantee that the survey result will meet the 51% LMI threshold required for LMA qualification, as results are dependent upon the income characteristics of the surveyed population.

SECTION 5. CITY RESPONSIBILITIES

City shall:

5.1 Provide all available and lawfully possessed address lists, utility customer records, and geographic data necessary for compilation of the Survey Universe, subject to applicable privacy and confidentiality requirements;

5.2 Cooperate with Consultant in executing the public outreach plan, including posting public notices on City's website and social media channels, and including survey information in utility billing statements, if so agreed;

5.3 Designate a City staff representative to serve as primary liaison with Consultant and to provide timely responses to Consultant's requests for information (target: three (3) business days);

5.4 Make payments in accordance with Section 6 hereof.

SECTION 6. COMPENSATION AND EXPENSES

6.1 Fees – Not-to-Exceed.

Total compensation payable to Consultant under this Agreement shall not exceed **Seven Thousand Five Hundred and No/100 Dollars ($7,500.00)** ("NTE Amount") without a written amendment executed by both Parties. Consultant shall provide City with written notice when cumulative fees and approved expenses reach eighty percent (80%) of the NTE Amount.

6.2 Reimbursable Expenses.

Reimbursable expenses, if any, are limited to those categories identified in Exhibit C (Fee Schedule and Expense Authorization) and must be supported by receipts or equivalent documentation. Typical reimbursable items include printing costs, postage for mail surveys, and mileage at the applicable IRS standard mileage rate.

6.3 Invoices; Payment Terms.

Consultant shall submit invoices to City monthly and/or upon achievement of the milestones identified in Exhibit B. Each invoice shall itemize services performed, hours expended (if applicable), expenses incurred, and cumulative billings to date. City shall pay undisputed invoice amounts within thirty (30) days of receipt.

6.4 Disputed Charges.

City shall notify Consultant in writing within three (3) days of invoice receipt of any amounts disputed, identifying with reasonable specificity the basis for the dispute. City shall timely pay all undisputed amounts. The Parties shall work in good faith to resolve disputed amounts within fifteen (15) days of City's dispute notice.

SECTION 7. REVIEW AND ACCEPTANCE OF DELIVERABLES

7.1 Review Period.

City shall review each submitted Deliverable within five (5) business days of receipt ("Review Period"). The Review Period for the Final Report shall be fifteen (15) business days.

7.2 Acceptance.

A Deliverable shall be deemed accepted upon City's written confirmation of acceptance or, if City does not provide written comments within the applicable Review Period, upon expiration of such period.

7.3 Corrections.

Consultant shall address reasonable written correction requests necessary to bring a Deliverable into conformance with the requirements of Exhibit A at no additional cost to City, provided such corrections do not arise from City-directed changes to scope, new DED or HUD requirements issued after the Effective Date, or data or information errors attributable to City.

SECTION 8. METHODOLOGY COMPLIANCE AND DED COORDINATION

7.1 Federal Methodology Standards.

Consultant shall design and administer the RSS in strict conformance with: (a) HUD Notice CPD-14-013 (Guidelines for Conducting Income Surveys); (b) HUD Notice CPD-24-04 (LMISD Updates and Local Income Survey MOE Standards); (c) 24 CFR 570.483(b)(1)(i); and (d) Nebraska DED CDBG Manual and applicable Exhibits (E, E1, E2). In the event of any conflict between these authorities, the most current HUD guidance shall control.

7.2 DED Pre-Survey Coordination.

Prior to launching the survey, Consultant shall, with City's cooperation, coordinate with City's assigned DED CDBG program representative to seek informal pre-survey methodology review. Documentation of such coordination shall be retained as part of the project record.

7.3 Income Limits.

Consultant shall use the HUD Income Limits in effect for the Red Willow County, Nebraska area at the time survey collection commences and shall apply those same limits consistently throughout the survey, in accordance with CPD-14-013 and CPD-24-04.

7.4 Non-Response Protocol.

Consultant shall achieve a 100% response rate from the selected sample (plus approved replacements) as required by CPD-24-04 for RSS validity. Households with no response after three (3) documented attempts shall be replaced by the next household in the random number sequence. All replacement events shall be documented in the case management log.

SECTION 9. CHANGES IN SCOPE

Any material change to the Services, Survey Area, Survey Universe, survey methodology, assumptions, schedule, or Deliverables – including any change required by updated HUD or DED guidance issued after the Effective Date – shall be documented by a written amendment or change order executed by both Parties, which shall address any corresponding adjustments to fees, the NTE Amount, and the schedule. No verbal change order shall be binding.

SECTION 10. CONFIDENTIALITY, PRIVACY, AND DATA SECURITY

10.1 Confidential Information.

Consultant shall treat all household-level survey responses and any personally identifiable information ("PII") collected in connection with this Agreement as confidential and shall use such information solely for purposes of performing the Services. Consultant shall not disclose household-level PII to any third party without City's prior written consent, except as required by law.

10.2 Data Security.

Consultant shall implement reasonable administrative, physical, and technical safeguards to protect survey data from unauthorized access, disclosure, alteration, or destruction. Consultant's data handling practices shall be consistent with the Data Handling Summary set forth in Exhibit D.

10.3 Breach Notification.

Consultant shall notify City without unreasonable delay, and in no event later than five (5) business days, upon discovering a suspected or confirmed unauthorized disclosure of PII related to the Survey and shall cooperate with City in reasonable mitigation and remediation steps.

10.4 Aggregated Data.

Final Deliverables shall present survey results in aggregated form. Consultant shall not include in any publicly released document information that could reasonably be used to identify an individual respondent or household.

10.5 Public Records.

Consultant acknowledges that City may be subject to the Nebraska Public Records Act, Neb. Rev. Stat. §§ 84-712 et seq. To the extent legally permitted, City shall endeavor to protect confidential household-level data from public disclosure. Nothing herein obligates City to withhold records required to be disclosed by law.

SECTION 11. OWNERSHIP OF WORK PRODUCT AND RECORD RETENTION

11.1 Work Product.

Upon receipt of full payment, City shall own all final Deliverables created specifically for City under this Agreement. Consultant retains ownership of its pre-existing methodologies, templates, analytical tools, and general know-how, none of which is encumbered by this Agreement.

11.2 License to Pre-Existing Tools.

To the extent any Deliverable incorporates Consultant's pre-existing templates or tools, Consultant hereby grants City a non-exclusive, perpetual, royalty-free license to use such materials solely in connection with the project and any resulting CDBG application.

11.3 Underlying Data.

City shall receive: (a) the aggregated dataset and calculation workbook suitable for audit and DED verification; and (b) if permitted under applicable privacy requirements, the household-level survey forms (or scanned copies thereof), subject to the confidentiality obligations of Section 10.

11.4 Record Retention.

Consultant shall retain all project records, calculations, survey instruments, raw data, case management logs, and supporting documentation for a minimum of five (5) years following final payment under this Agreement, or, if the Survey results are used in a CDBG-funded project, for a minimum of three (3) years following HUD and DED grant closeout of such project, whichever period is longer, consistent with 24 CFR 570.502(b).

SECTION 12. INSURANCE

Throughout the term of this Agreement, Consultant shall maintain at minimum the following insurance coverages, and shall provide City with certificates of insurance upon request:

- Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate;
- Professional Liability (Errors & Omissions): $1,000,000 per claim; and
- Workers' Compensation as required by Nebraska law.

City shall be named as an additional insured on Consultant's Commercial General Liability policy. Consultant shall provide thirty (30) days' prior written notice of cancellation of any required coverage.

SECTION 13. TERMINATION

13.1 For Convenience.

Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party.

13.2 For Cause.

Either Party may terminate this Agreement for material breach upon written notice to the breaching Party specifying the nature of the breach, if such breach is not substantially cured within fifteen (15) days after receipt of such notice (or, if the breach by its nature requires more than fifteen (15) days to cure, if the breaching Party does not commence cure within such fifteen (15) day period and diligently pursue cure to completion).

13.3 Payment Upon Termination.

Upon termination, City shall pay Consultant for all Services actually performed and Deliverables delivered and accepted through the effective date of termination, and for authorized non-cancellable expenses incurred through such date, subject in all events to the NTE Amount. Consultant shall not be entitled to compensation for unperformed Services or lost profits.

13.4 Deliverables on Termination.

Upon termination and payment of all undisputed amounts then due, Consultant shall deliver to City all work-in-progress materials, data, and documentation reasonably necessary for City or a successor consultant to continue the project.

SECTION 14. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee, agent, or joint venturer of City. Consultant shall be solely responsible for all federal, state, and local income and employment taxes, workers' compensation, and employee benefits with respect to its personnel. Nothing in this Agreement shall be construed to create an employment, agency, or joint venture relationship between the Parties.

SECTION 15. COMPLIANCE; NONDISCRIMINATION; CIVIL RIGHTS

15.1 Compliance.

Consultant shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including without limitation: the HCDA; 24 CFR Part 570; HUD Notice CPD-14-013; HUD Notice CPD-24-04; the Nebraska Interlocal Cooperation Act; and applicable DED CDBG program guidelines.

15.2 Nondiscrimination.

Consultant shall not discriminate in the performance of this Agreement or in the administration of the Survey on the basis of race, color, religion, sex, disability, familial status, national origin, age, or any other protected characteristic under applicable federal, state, or local law, including without limitation Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, and the Fair Housing Act.

15.3 Limited English Proficiency.

Consultant shall, consistent with HUD Notice CPD-14-013, make reasonable accommodations to survey households with limited English proficiency and to respondents with visual, hearing, or speech impairments, as practicable within the approved budget.

15.4 Race and Ethnicity Data.

Consistent with 24 CFR 570.491, to the extent required by DED, Consultant shall collect and report the racial and ethnic characteristics of survey respondents.

SECTION 16. INDEMNIFICATION; LIMITATION OF LIABILITY

16.1 Consultant Indemnification.

To the fullest extent permitted by the laws of the State of Nebraska, Consultant shall indemnify, defend, and hold harmless City, its officers, officials, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from Consultant's negligence or willful misconduct in performing the Services under this Agreement. Consultant's indemnification obligations shall not apply to the extent claims arise from City's own negligence, willful misconduct, or breach of this Agreement.

16.2 Limitation of Liability.

In no event shall either Party be liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of whether such damages are based in contract, tort, or otherwise. Consultant's total aggregate liability under this Agreement shall not exceed the total fees actually paid by City to Consultant hereunder.

SECTION 17. DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising out of or related to this Agreement informally through their designated representatives within thirty (30) days after written notice of the dispute. If the dispute remains unresolved, either Party may pursue its available legal remedies. Any action arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction in Red Willow County, Nebraska, and each Party hereby consents to personal jurisdiction therein.

SECTION 18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of law provisions.

SECTION 19. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) certified U.S. mail, return receipt requested; or (c) email with written confirmation of receipt from the recipient to the addresses set forth below. Notice is effective upon confirmed delivery.

If to City:

City of McCook, Nebraska
Attn: Lea Ann Doak – City Clerk
Address: 101 W. C St., McCook, NE 69001
Email: ldoak@cityofmccook.com

If to Consultant:

West Central Nebraska Development District
Attn: Edward Dunn – Executive Director
Address: 333 East 2nd Street, Ogallala, NE 69153
Email: edunn@west-central-nebraska.com

SECTION 20. MISCELLANEOUS

20.1 Assignment.

Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment without required consent shall be void. Notwithstanding the foregoing, City may assign this Agreement to a successor governmental entity by operation of law without Consultant's consent.

20.2 Subcontractors.

Consultant shall not subcontract material portions of the Services without City's prior written approval. Consultant shall remain responsible for the performance of any approved subcontractor.

20.3 Force Majeure.

Neither Party shall be liable for delays in performance caused by circumstances beyond its reasonable control, including acts of God, natural disaster, epidemic, pandemic, or governmental action ("Force Majeure Event"), provided the affected Party provides prompt written notice of the Force Majeure Event and uses reasonable efforts to mitigate its effects. Schedule adjustments resulting from Force Majeure Events shall be addressed by written amendment.

20.4 Entire Agreement.

This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements relating thereto.

20.5 Amendments.

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

20.6 Severability.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.7 Waiver.

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof.

20.8 Counterparts; Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures, including signatures transmitted by PDF or through a recognized electronic signature platform, shall be deemed valid original signatures for all purposes.

20.9 Authority.

Each Party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind such Party to the obligations set forth herein.

SECTION 21. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF McCOOK, NEBRASKA

By (Signature): _____

Name/Title: _____

Date: _____

ATTEST:

City Clerk: _____

Date: _____

WEST CENTRAL NEBRASKA DEVELOPMENT DISTRICT

By (Signature): _____

Name/Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK
Income Survey – City of McCook, Nebraska

A.1 Objectives

Conduct a statistically valid Random Sample Survey (RSS) of households within the entire incorporated municipal boundary of the City of McCook, Red Willow County, Nebraska, to estimate the LMI percentage of the Survey Area and produce a complete documentation package suitable for City records and for use in a future Nebraska DED CDBG program application, consistent with 24 CFR 570.483(b)(1)(i), HUD Notices CPD-14-013 and CPD-24-04, DED CDBG Manual Appendix Section 1, and DED Exhibit E2.

A.2 Survey Method

The survey shall be conducted as a Random Sample Survey (RSS). The survey administration method shall be: Mail-Out and/or Electronic.

A.3 Key Deliverables

- **D-1.** Survey Universe list (deduplicated address file with source documentation)
- **D-2.** Sample size calculation memorandum (confidence level (90%), MOE (+/-5.60%), sample size (~300-500)
- **D-3.** Random number table / randomization documentation
- **D-4.** Survey instrument (final, with applicable HUD Income Limits incorporated)
- **D-5.** Public outreach documentation (notices, dates, distribution methods)
- **D-6.** Completed survey forms or equivalent aggregated response dataset
- **D-7.** Case management log (all contact attempts and replacement events)
- **D-8.** HUD CDBG Toolkit calculation workbook (Excel, with LMI percentage result)
- **D-9.** Nebraska DED Exhibit E2
- **D-10.** Draft Final Income Survey Report (PDF + editable Word format)
- **D-11.** Final Income Survey Report incorporating City review comments
- **D-12.** Presentation to City staff / City Council

A.4 Program-Specific Requirements

The Survey is conducted in anticipation of a potential Nebraska DED CDBG program application. The following program-specific requirements apply:

- Survey must comply with DED CDBG Manual, Appendix Section 1, and DED Exhibit E2.
- Completed Survey is valid for eighteen (18) months prior to the CDBG application submission deadline.
- The same HUD Income Limits used at the commencement of data collection must be applied consistently throughout the survey.
- DED CDBG program representative coordination is required prior to survey launch.

EXHIBIT B
PROJECT SCHEDULE

Milestone	Target Date
Effective Date / Agreement Execution	Tentatively – May 1, 2026
Project Kickoff Meeting (confirm Survey Area, universe sources, method)	May 8, 2026
Survey Universe compiled and delivered to Consultant	May 22, 2026
Sample size calculation memorandum completed	May 29, 2026
Survey instrument finalized (with HUD Income Limits)	May 29, 2026
DED pre-survey coordination completed	June 5, 2026
Public outreach launched	June 8, 2026
Survey collection window opens	June 15, 2026
Reminder outreach #1	June 29, 2026
Reminder outreach #2	July 13, 2026
Survey collection window closes	July 27, 2026
Data entry, validation, and QC completed	August 10, 2026
LMI calculation and DED Exhibit E2 completed	August 17, 2026
Draft Final Report delivered to City	August 31, 2026
City review comments due	September 14, 2026
Final Report delivered to City	September 28, 2026
Presentation to City Council (if applicable)	October 19, 2026

EXHIBIT C
FEE SCHEDULE AND EXPENSE AUTHORIZATION

Total Not-to-Exceed Amount: $7,500.00

Service Category	Estimated Cost
Task 1-2: Project initiation, kickoff, universe compilation	$800
Task 3-4: Sample size calculation, random selection	$500
Task 5: Survey instrument development	$600
Task 6: Public outreach plan and materials	$700
Task 7: Survey administration (mail-out / electronic)	$900
Task 8-9: Data entry, validation, LMI calculation, workbook	$1,000
Task 10: DED Exhibit E2 and documentation package	$600
Task 11-12: Final Report and presentation	$1,200
Reimbursable expenses (printing, envelopes, postage, mileage)	$1,200
TOTAL	**$7,500.00**

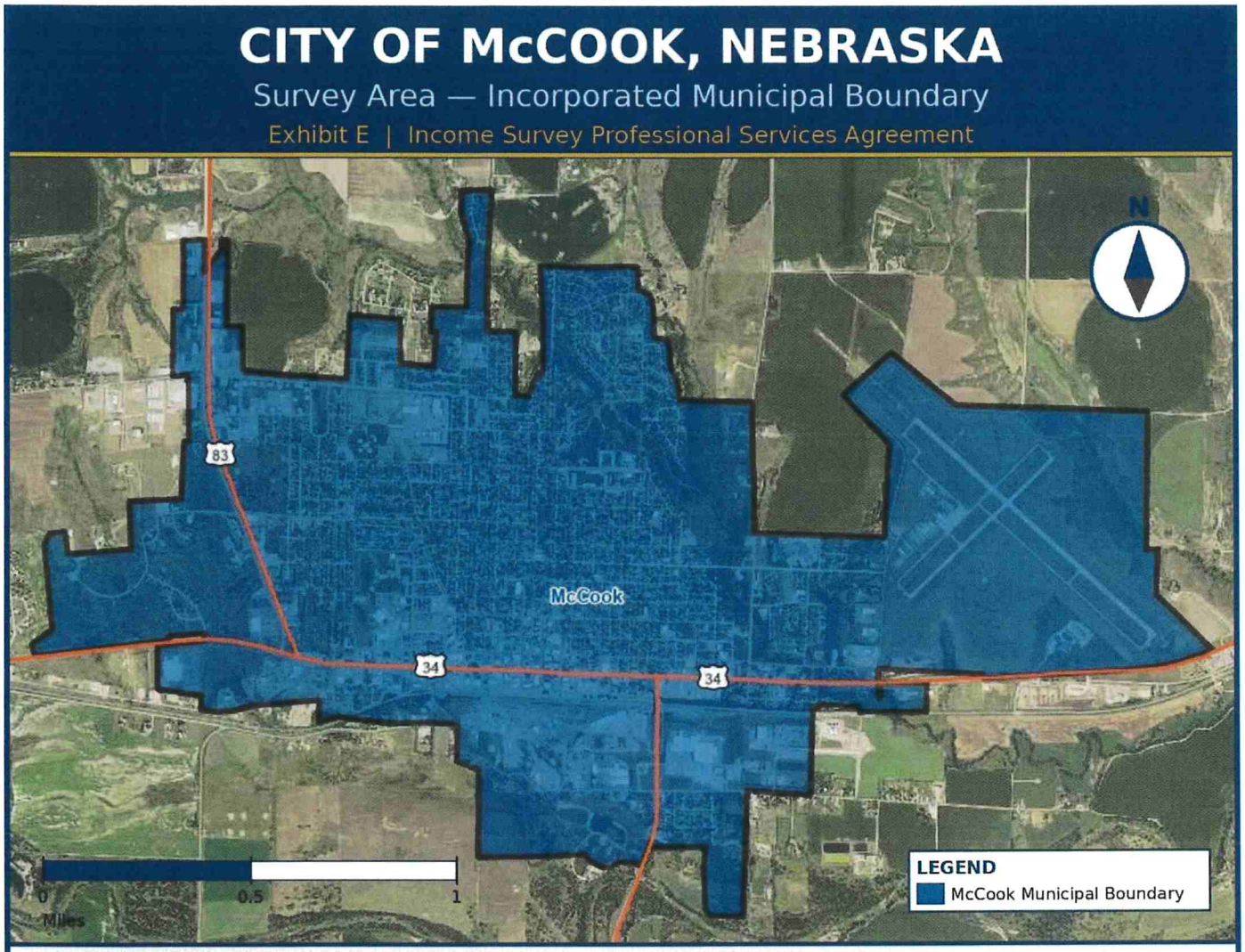
Note: Reimbursable expenses are authorized at actual cost; mileage at the IRS standard mileage rate. All reimbursable expenses require receipts.

EXHIBIT D
DATA HANDLING SUMMARY

Data Element	Description
Data types collected	Number of household members; gross annual family income range; race/ethnicity/gender (if required by DED); address (for sampling purposes only)
Storage location(s)	Encrypted hard drive and/or secured cloud workspace (e.g., password-protected SharePoint or equivalent)
Access controls	Role-based; limited to Consultant project staff assigned to this Agreement
Transmission to City	Encrypted file transfer (e.g., password-protected archive) or secure file sharing platform
Physical records	Completed forms stored in locked filing cabinet; access limited to assigned project staff
Retention period	Minimum five (5) years after final payment, or three (3) years post CDBG grant closeout, whichever is longer
Destruction method	Secure digital deletion (NIST 800-88 compliant) and physical shredding of paper records after retention period
Breach notification timeline	City notified within five (5) business days of discovery of suspected unauthorized disclosure

EXHIBIT E
SURVEY AREA MAP

A map depicting the incorporated municipal boundary of the City of McCook, Red Willow County, Nebraska constituting the Survey Area shall be inserted below or attached hereto prior to execution of this Agreement. The map shall clearly delineate the corporate limits of the City of McCook and shall identify the basis for the boundary depiction (e.g., City-provided GIS data, Nebraska Secretary of State records, or Red Willow County Assessor records).



Source: NebraskaMap.gov — Nebraska Municipal Boundaries Dataset
Data maintained by Nebraska Department of Revenue | Boundary current as of April 2026

Survey Area Description: The entire incorporated municipal boundary of the City of McCook, Red Willow County, Nebraska, encompassing all residential dwelling units, households, and persons residing within said corporate limits at the time the Survey is conducted. The Survey Area constitutes the total sampling universe for the Random Sample Survey conducted pursuant to this Agreement, consistent with HUD Notice CPD-14-013, HUD Notice CPD-24-04, and 24 CFR 570.483(b)(1)(i).

CITY MANAGER'S REPORT
APRIL 20, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 4.C. Adopt Resolution No. 2026- 11 authorizing the City of McCook to submit an application to the appropriate federal and state agencies, tendering a census tract proposed for nomination as an Opportunity Zone.

BACKGROUND:

Originally established by Congress through the Tax Cuts and Jobs Act (TCJA) of 2017, the Federal Opportunity Zones Program was made permanent with the passage of the One Big Beautiful Bill Act (OBBBA) of 2025. The purpose of the program is to promote investment and drive economic growth in low-income and/or economically disadvantaged communities.

Investments made through certified investment vehicles created as "Opportunity Funds" are used to spur economic growth in designated Zones - for example, by supporting new businesses or real estate development, parties who invest in Opportunity Funds can benefit from tax incentives, such as temporary deferrals.

By driving capital investment and generating economic opportunities, the Opportunity Zones Program benefits individuals, communities, and states. In addition, certain investments made by U.S. investors, eg., the reinvestment of unrealized capital gains into Opportunity Funds, may benefit from favorable tax treatment and incentives, such as temporary deferrals.

Distinct from the original provisions in the Tax Cuts and Jobs Acts, the One Big Beautiful Bill Act provides higher tax incentives and lower investment hurdles for rural census tracts compared to non-rural tracts through Qualified Rural Opportunity Funds. This distinction encourages greater utilization of the Opportunity Zone program in rural areas of Nebraska and the country.

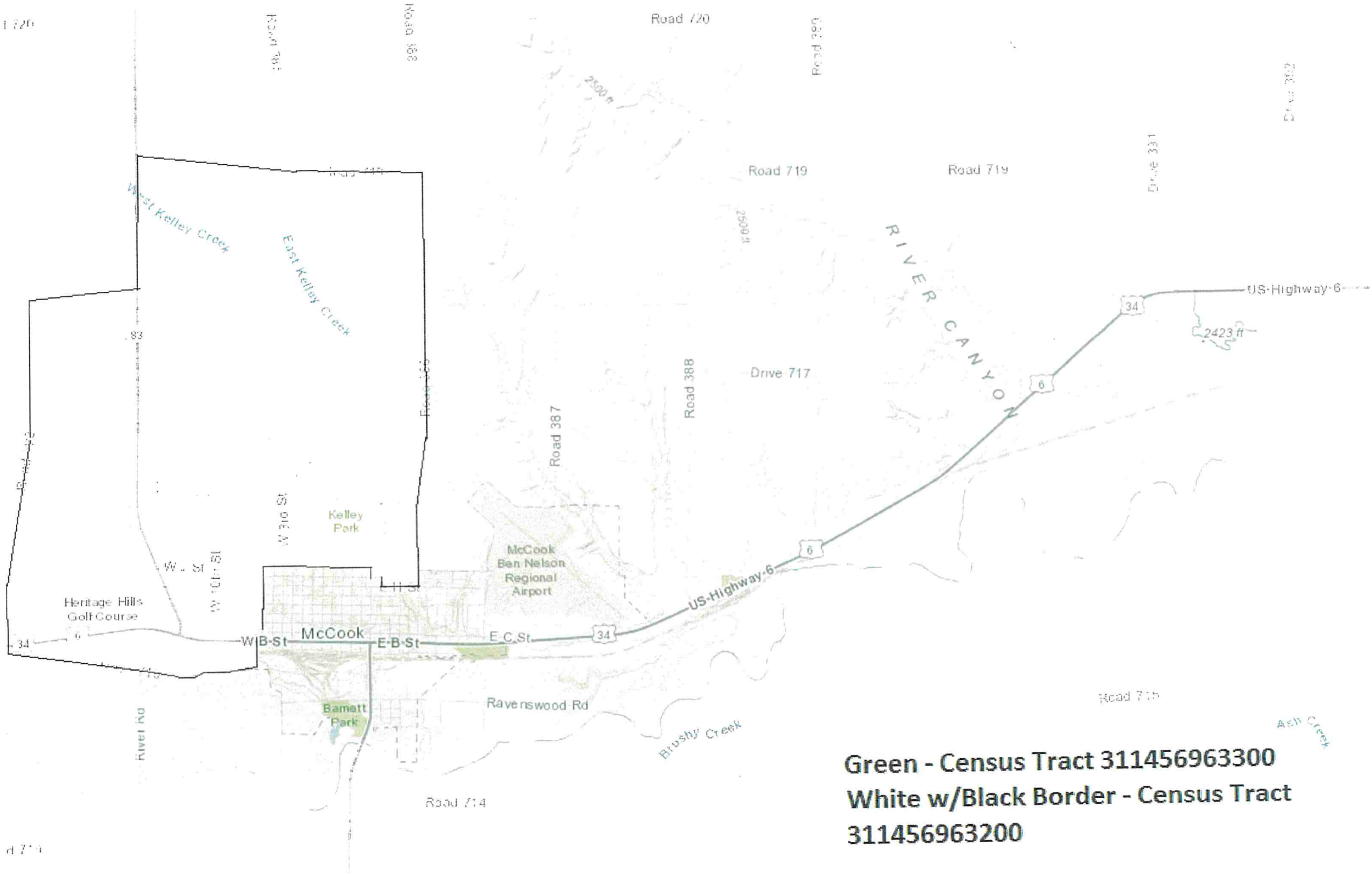
Under federal rules, each state is allowed to nominate as an Opportunity Zone (a) 25 eligible census tracts or (b) 25% of the total eligible census tracts within the state - whichever is greater. There is not a requirement for states to nominate all eligible census tracts. Under this formula, Nebraska has 112 eligible census tracts, equating to a maximum of 28 nominations.

Applications will be reviewed by DED, and recommendations will be referred to the Governor for review and approval. The U.S. Treasury Dept. will begin accepting Opportunity Zone nominations from governors on July 1, 2026, and continue for 90 days. Census tracts that are approved by the Treasury Dept. will be designated as Opportunity Zones beginning January 1, 2027. Opportunity Zones will be redesignated every 10 years.

In Red Willow County and the City of McCook's case, one census tract is eligible for nomination. A copy of a map displaying the tract and the application is included with this report.

APPROVALS:

_____ Nathan A. Schneider, City Manager	April 16, 2026
_____ Lea Ann Doak, City Clerk	April 16, 2026
Tera Koetter Tera Koetter, Assistant City Manager	April 16, 2026



Green - Census Tract 311456963300
White w/Black Border - Census Tract 311456963200

Opportunity Details

Opportunity Information

Title
2025 Opportunity Zones Assessment

Description
This questionnaire is designed to assess each application based on qualitative factors, including economic distress, investment readiness, community benefit, and strategic importance to the state. The review committee will evaluate and assign scores according to these criteria. Please provide detailed explanations and supporting information in response to each question to demonstrate how your application meets these factors.

Awarding Agency Name
Nebraska Department of Economic Development

Agency Contact Name
Ben Kresl

Agency Contact Email
ben.kresl@nebraska.gov

Opportunity Posted Dates
3/2/2026 - 5/1/2026

Announcement Type
Initial Announcement

Public Link
https://ne.amplifund.com/Public/Opportunities/Details/10f0392b-8efa-4b4f-85d9-b12dfe43efb9

Is Published
Yes

Funding Information

Opportunity Funding
$0.00

Funding Source Description
The expected awarded amount for these applications is $0.00. The system requires a requested amount greater or equal to $0.01. Please enter any amount into this field when completing your application.

Opportunity Zone investments are made at the sole discretion of Opportunity Zone investment funds and their investors. Opportunity Zone investments are not administered or overseen by DED. Individuals are advised to seek professional guidance when making tax-related decisions.

Submission Information

Submission Window
03/02/2026 8:00 AM - 05/01/2026 5:00 PM

Submission Timeline Type
One Time

Allow Multiple Applications
Yes

Question Submission Information

Question Submission Email Address

ded.opportunityzones@nebraska.gov

Question Submission Additional Information

Attn: Opportunity Zones
Nebraska Department of Economic Development
245 Fallbrook Blvd, Suite 002
Lincoln, NE 68521

Eligibility Information

Eligibility Type

Public

Eligible Applicants

Additional Eligibility Information

Additional Information

Additional Information URL

https://opportunity.nebraska.gov/opportunity-zones

Additional Information URL Description

Statewide Relay System
Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (800) 833-7352 (TTY) or (800) 833-0920 (voice).

The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111.

Resources
General and Program specific Amplifund user guides and videos can be found at https://opportunity.nebraska.gov/amplifund/.

Award Administration Information

State Award Notices

Administrative and National Policy Requirements

Reporting

State Awarding Agency Contacts

Other Information

Project Information

Application Information

Application Name

Award Requested

Total Award Budget
$0.00

Primary Contact Information

Name

Email Address

Address

Phone Number

Project Description

Part 01: Applicant, Contact, and Preparer Information

Additional Primary Contact Information

Primary Contact - Organization

Primary Contact - Title

Primary Contact - Phone Number

Applicant Information

**The Primary Contact Information is on the previous page, Project Information section. The Primary Contact is the main point of contact for this application.*

Name of Applicant Municipality or County

Applicant - Phone Number (0000000000)

Applicant - Extension

Applicant - Address Line 1

Applicant - Address Line 2

Applicant - City

Applicant - State

Select an item...

Applicant - Postal Code

Applicant - Fiscal Year-End Date

Chief Elected Official, Mayor, Board Chair, Authorized Official

*** This individual is referred to as the Authorizer. They can approve decisions about the application or award, if applicable.**

Authorizer - First Name

Authorizer - Last Name

Authorizer - Title

Authorizer - Email Address

Authorizer - Phone Number (0000000000)

Authorizer - Extension

Local Contact

***Contact must work for Applicant organization. The Local Contact will be responsible for adding additional users if the Applicant organization does not have an AmpliFund Recipient account yet.**

Local Contact - First Name

Local Contact - Last Name

Local Contact - Title

Local Contact - Email Address

Local Contact - Phone Number (0000000000)

Local Contact - Extension

Preparer Information

****The Primary Contact Information is on the previous page, Project Information section. The Primary Contact is the main point of contact for this application.***

Is the Preparer organization different from the Applicant organization?

- ○ Yes
- ○ No

Preparer Type

- ○ Out-of-State Consultant
- ○ In-State Consultant
- ○ Nonprofit Organization
- ○ Economic Development District
- ○ Other

Preparer Type: please specify

Please review the 'External User Guide - How to Apply on Behalf of Another Organization' article.

As an External User are you applying within the Applicant organization's account?

- ○ Yes
- ○ No

Application Preparer Information

Application Preparer - Organization Name

Application Preparer - First Name

Application Preparer - Last Name

Application Preparer - Title

Application Preparer - Email Address

Application Preparer - Phone Number (0000000000)

Application Preparer - Extension

Application Preparer - Address Line 1

Application Preparer - Address Line 2

Application Preparer - City

Application Preparer - State

Select an item...

Application Preparer - Postal Code

Part 02: Evaluation Questions

General Questions

Eligible Census Tracts in Nebraska
https://opportunity.nebraska.gov/wp-content/uploads/2026/02/Eligible-Census-Tracts-in-Nebraska-Federal-Opportunity-Zones-Program.pdf

List of census tracts proposed for nomination. Please separate each tract listed with a comma.

UPLOAD: Map with clear boundaries marked

Brief explanation of local decision process resulting in this tract or tracts.

Prioritization of proposed census tracts (if more than one). If not applicable, please state "N/A."

Description of proposed census tracts by current land use.

Description of proposed census tracts by proposed land use.

Evaluation Questions

Economic distress:

This matrix captures the main purpose of OZ program, which is to direct investment into economically distressed areas. Strong indicators of distress strengthen the justification for nomination. Economic need is measured using factors such as poverty rate, median family income, unemployment rate, and documented history of disinvestment.

Please describe the key economic challenges that your proposed census tract is likely to face if Opportunity Zone designation is not granted.

UPLOAD: Economic Distress - Please provide data, support documentation, or evidence where available.

Investment readiness and feasibility:

In addition to demonstrating needs, a tract must be capable of supporting and attracting investment. This matrix assesses the tract and readiness based on infrastructure capacity, availability of developable or redevelopment-ready sites, and existing or emerging market momentum.

Please outline your readiness to proceed with the project if Opportunity Zone designation is granted to your census tract.

You may include your current project stage, financial feasibility (i.e., estimated budget or capital stack), the anticipated use of Opportunity Zone equity, and any identified risks with corresponding mitigation strategies.

If you have utilized DED-administered economic development programs/resources in the past, please elaborate it here.

UPLOAD: Investment readiness and feasibility - Please provide data, support documentation, or evidence where available.

Community benefit and capacity:

Opportunity zones are intended to support underserved communities without causing displacement. This matrix ensures that nominated tracts will generate inclusive and community-supported outcomes. Key considerations include alignment with local plans, demonstrated community support, and the level of displacement risk.

Please explain the expected community benefits if the census tract is selected for Opportunity Zone designation.

(i.e., job creation, affordable housing, small business opportunities)

Describe how these benefits will be measured and impact residents.

UPLOAD: Community benefit and capacity - Please provide data, support documentation, or evidence where available.

Strategic importance to the state:

This matrix ensures that the proposed OZ designation aligns with state strategic priorities. Points may be awarded for projects and opportunities within the tract that advance key objectives such as affordable housing development, job creation, or specific business or industry growth.

Please describe how your planned projects within the Opportunity Zone tract align with local, regional, or state policy priorities.

Explain how Opportunity Zone designation would support long-term outcomes for the tract.

UPLOAD: Strategic importance - Please provide data, support documentation, or evidence where available.

UPLOAD: Please upload any supporting documents or endorsement letters from collaborating organizations.

Part 03: Terms of Acceptance

Terms of Acceptance

I certify that I am a duly authorized official with the authority to submit this application to the Nebraska Department of Economic Development. I acknowledge and understand that, if I am not an authorized official officer, the application may be rejected or terminated at any stage of the review or approval process.

First and Last Name of Authorized Representative

Terms of Acceptance

☐ I understand that checking this box constitutes a legal signature confirming that I acknowledge the above Terms of Acceptance.

RESOLUTION NO. 2026-11

WHEREAS, the City of McCook, Nebraska, is an eligible unit of a general local government authorized to file a census tract nomination pursuant to the Federal Opportunity Zones Program established by the Tax Cuts and Jobs Acts of 2017, and

WHEREAS, census tract 9633 is an opportunity zone located within the City of McCook and Red Willow County, Nebraska, pursuant to the Federal Opportunity Zones Program, and

WHEREAS, Red Willow County has taken actions to partner with the City of McCook to submit a census tract nomination to include census tract 9633 as an eligible Opportunity Zone pursuant to the Federal Opportunity Zones Program, and

WHEREAS, the City of McCook desirous of submitting a joint census tract nomination for census tract 9633 with Red Willow County, Nebraska, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA AS FOLLOWS:

SECTION 1. That the City of McCook, Nebraska, by and through its Mayor, is authorized and directed to proceed with the formulation of any and all documents, applications, or other memoranda between the City of McCook, Red Willow County, the Nebraska Department of Economic Development, and the U.S. Department of the Treasury, so as to submit a nomination to consider census tract 9633 for Opportunity Zone designation.

ADOPTED AND APPROVED this 20th day of April, 2026.

_____
Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

_____
Lea Ann Doak, City Clerk - Treasurer

CITY MANAGER'S REPORT
APRIL 20TH 2026, CITY COUNCIL MEETING

ITEM: 4.D.

RECOMMENDATION:

Review & Approve the Pre-Application for State and/or Federal assistance (SRF)and authorize the Mayor to sign.

BACKGROUND:

Miller and Associates are assisting the City of McCook in filing the paperwork for SRF funding through the State of Nebraska. This funding is going to be used for lead-line inventory (Potholing) as well as replacement of McCook's existing lead-water service lines for both the public and private when required. Staff and Miller and Associates agree that $5,000,000 will be a good starting point for this project. The loan is a 60% forgiveness, 0% interest, and the potential for another 10% grant for mechanical potholing.

Pre-Application is the first step in the process to getting approved for this specific SRF funding.

FISCAL IMPACT:

APPROVALS:

Pat Fawver, Utility Director	4/16/2026 Date
Nate Schneider, City Manager	4/16/26 Date
Lea Ann Doak Lea Ann Doak, City Clerk	4/16/26 Date

Pre-Application for STATE and/or FEDERAL ASSISTANCE

Legal Applicant (City, County, SID): City of McCook	
Federal Tax Id Number: 47-6006273	DUNS Number: 053460457
PWS # or NPDES # NE3114504	
Representative/Title: Lea Ann Doak	
Address: 505 West "C" Street	
City/Zip Code: McCook, NE 69001	
Telephone/Fax: 308-345-2022	Email: ldoak@cityofmccook.com
County: Red Willow	
Pre-application Preparer Name: Chris Miller	
Address: 1111 Central Ave.	
City/Zip Code: Kearney, NE 68847	
Telephone/Fax: 308-234-6456	Email: cmiller@miller-engineers.com
Engineering Firm: Miller & Associates	
Engineering Consultant: David Blau	
Address: 109 E 2nd Street	
City/Zip Code: McCook, NE 69001	
Telephone/Fax: 308-345-3710	Email: dblau@miller-engineers.com

PER Title: N/A
Project Description: Lead Service Line Replacement and exploration.

(Please attach any facilities plan/ preliminary engineering reports which have been completed)

COST CLASSIFICATION	ESTIMATED TOTAL COST
1. Administrative and legal expenses	$5,000
2. Land, structures, right-of-ways, appraisals, etc.	
3. Relocation expenses and payments	
4. Architectural and engineering fees	$50,000
5. Project inspection fees	$25,000
6. Site work, demolition and removal	
7. Construction	$4,720,000
8. Equipment	
9. Miscellaneous	$4,800,000
10. **SUBTOTAL** (sum of lines 1-9)	
11. Contingencies	$200,000
12. **SUBTOTAL** (sum of lines 10-11)	
13. Less project (program) income	
14. **TOTAL PROJECT COSTS** (line 12 minus 13)	$5,000,000

The undersigned representative of the applicant certifies that the information contained herein and the attached statements, exhibits, and reports, are true, correct and complete to the best of my knowledge and belief.

Applicant Signature: _____ Date: _____

Pre-application Preparer Signature: Chris Miller Date: 4/13/26

Pre-application is for SRF only..... ☒ YES ☐ NO

NAME OF APPLICANT City of McCook

The purpose of this Appendix is to determine the financial feasibility and sustainability of the existing or proposed system for which funding is being requested.

Is this a ☒ **Water** or ☐ **Wastewater Project**?

Does the Applicant currently use meters?..... ☒ YES ☐ NO

Does the Applicant have a computer to read meters and bill customers?.... ☒ YES ☐ NO

If not, would you like to add this into the project?..... ☐ YES ☒ NO

I certify under penalty of law, based on information and belief formed after reasonable inquiry, the statements and information contained in these documents are true, accurate and complete.

_____ _____

Date City/Village Clerk

Please attach a copy of the **current water of wastewater rates**.

Please attach the **last twelve tables from the billing software** showing:

1. address,
2. meter ID, and
3. water usage for each hookup over the last 12 months

OR

1. breakout the users and their meters below.

Note: If the facility does NOT currently have water meters, please obtain your engineer's assistance to estimate the size of meter needed.

Note for Wastewater projects: Do not report those users who have their own septic system and are not on the city sewer.

Note for Water projects: Count all existing and proposed services.

EXISTING RESIDENTIAL USERS

Meter Size	Number of Hookups
5/8" & 3/4"	2892
1"	297
1 ½ "	8
2"	10
3"	4

EXISTING TOTAL USERS

Meter Size	Number of Hookups
5/8" & 3/4"	2939
1"	379
1 ½ "	10
2"	30
3"	12

PLEASE CONTINUE ON PAGE 2

PROJECTED RESIDENTIAL HOOKUPS
if this project adds users

Meter Size	Projected Hookups
5/8" & 3/4"	2892
1"	297
1 ½ "	8
2"	10
3"	4

PROJECTED TOTAL HOOKUPS
if this project adds users

Meter Size	Projected Hookups
5/8" & 3/4"	2939
1"	379
1 ½ "	10
2"	30
3"	12

For Wastewater projects:
Total sewer flow over last twelve months ..... _____ (gallons)

For water projects:
Total water pumped over last twelve months 719,000,000 (gallons)

For water projects:
Total water sold to residential users over last twelve months ..... 641,887,000 (gallons)

CITY MANAGER'S REPORT
APRIL 20, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO: 4.E. Update regarding the youth sports complex project.

BACKGROUND:

Staff would like to keep this item as a place keeper on the McCook City Council agendas while we work through the planning and construction process for the sports complex.

APPROVALS:

Nathan A. Schneider, City Manager — April 16, 2026

Lea Ann Doak, City Clerk — April 16, 2026

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: **4.F.**

Update regarding the McCook Ben Nelson Regional Airport FBO selection process.

BACKGROUND:

Staff will provide an update of the airport FBO selection process.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak

Lea Ann Doak, City Clerk

April 16, 2026

CITY MANAGER'S REPORT
APRIL 20, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 4.G.

Approve the 2026-2027 budget schedule.

BACKGROUND:

The 2025-2026 budget season is fast approaching. Historically, the council has approved the budget schedule prior to commencement. Council can determine the date of the special meeting for budget presentation and public review. Last year the special meeting was held on a Tuesday. For this year, either Monday, August 10 or Tuesday, August 11 will work in the schedule.

A copy of the proposed budget schedule is attached to this report.

APPROVALS:

Nathan A. Schneider, City Manager — April 15, 2026

Lea Ann Doak, City Clerk — April 15, 2026

Tera Koetter, Assistant City Manager — April 15, 2026

CITY OF McCOOK
BUDGET PREPARATION CALENDAR
Fiscal Year 2026 - 2027

Date	Action	By Whom?
April 20, 2026	Approve Budget Calendar	City Council
April 22, 2026	Initial Staff meeting to distribute forms and information to begin budget preparation	City Clerk Assistant City Manager
April 2026	Calculate cost of living percentage change for past 12 months and give to City Clerk	City Manager Assistant City Manager City Clerk
May 4, 2026	City Council budget requests	City Council
May 6, 2026	Distribute Council Member's budget item requests to appropriate department heads for pricing and comments	City Clerk
May 20, 2026	Submit Capital Outlay/Equipment requests to City Manager	Department Heads
May 20, 2026	Submit budget proposals and proposed increases, both expenditures and revenue estimates to City Clerk. Prioritize new Capital Improvement Projects and capital requests	City Manager Assistant City Manager City Clerk Department Heads
May - June 2026	Complete revenue estimates and review with City Manager	City Clerk Assistant City Manager
May - June 2026	Review budget requests with appropriate Boards and Commissions	City Manager Department Heads
June 2 - 5, 2026	Review operating budget requests with individual departments	City Manager Assistant City Manager City Clerk Department Heads
July 1, 2026	Begin review of Water and Sewer rates (possibly Solid Waste) with Public Financial Management (PFM)	Utilities Director City Clerk Assistant City Manager City Manager
July 2026	Complete review of entire budget and achieve balance between revenues and expenditures	Department Heads City Manager Assistant City Manager City Clerk
August 3, 2026	City Manager annual evaluation	City Council City Manager
August 4 - 5, 2026	Begin printing of Preliminary Budget Document	City Clerk Assistant City Manager

August 10 or 11, 2026 Special Meeting	Deliver copies of Preliminary Budget to City Council Members and Media	City Clerk Assistant City Manager City Manager
August 10 or 11, 2026 Special Meeting	Hold a public review meeting	City Council and City Staff
August & September	Public Financial Management (PFM) presentation Water & Sewer Rates	City Manager Assistant City Manager City Clerk Utilities Director
August 17, 2026	Introduce Budget Ordinance, conduct first reading	City Manager Assistant City Manager City Clerk City Council
August 20, 2026	County Assessor certifies assessed value on all taxable property	
Aug. 31, Sept. 1 or Sept. 2, 2026	Publish notice of budget public hearing and summary of Budget Statement and Public Hearing to change tax request from prior year	City Clerk Assistant City Manager
September 8, 2026 Tuesday Meeting	Hold Public Hearing on budget, conduct second reading of Budget Ordinance, adjust the restrictive funds limit for the unused restricted funds authority, if necessary, and hold Public Hearing to change tax request from prior year, if necessary	City Council
September 4, 2026	Deadline to notify County Assessor electronically if tax request exceeds the allowable growth percentage	City Clerk Assistant City Manager
September 21, 2026	Conduct third reading and adopt Budget Ordinance	City Council
September 17-28, 2026 Date set by County	Joint Public Hearings held	City Representative
September 30, 2026	File Budget with County and State Auditor File Interlocal Agreement report with State Auditor	City Clerk Assistant City Manager
October 5, 2026	Approve Resolution setting tax request	City Clerk Assistant City Manager
October 15, 2026	File Resolution setting tax request with the County Clerk Public Safety Tax Statement Reporting due to County Clerk	City Clerk Assistant City Manager Utilities Director