

MCCOOK CITY COUNCIL

REGULAR MEETING

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

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Citizen Comments.
2. Announcements & Recognitions.
3. Proclamations.
 - A. Approve the proclamation designating the week of April 4-10, 2021 as "National Library Week" and authorize the Mayor to sign.
 - B. Approve the proclamation designating the week of April 11-17, 2021 as "911 Public Safety Telecommunicators Week" and authorize the Mayor to sign.
4. Consent Agenda.
 - A. Approve the minutes of the March 15, 2021 regular City Council meeting and the March 14, 2021 special City Council meeting.
 - B. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a wedding reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on April 17, 2021 from 12:00 P.M. to 1:00 A.M..
 - C. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on April 24, 2021 from 12:00 P.M. to 1:00 A.M..
 - D. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 1, 2021 from 12:00 P.M. to 1:00 A.M..
 - E. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 22, 2021 from 12:00 P.M. to 1:00 A.M..
 - F. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a

reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 29, 2021 from 12:00 P.M. to 1:00 A.M..

- G. Award the bid for the 2021 Armor Coating Project to Figgins Construction of Red Cloud, Nebraska in the amount of \$3.42 per gallon, that being the lowest best bid.
 - H. Adopt Resolution No. 2021-07 designating the representatives of the City of McCook to the McCook Economic Development Corporation Board of Directors.
 - I. Approve the application for a Special Designated Liquor License submitted by Loop Brewing Company, Liquor License #LK-093351, for a wedding reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on May 22, 2021 from 3:00 P.M. to 12:30 A.M..
 - J. Approve and authorize the Mayor to sign Change Order No. 1, the Certificate of Substantial Completion, and issue final payment for the West Golf Course Lift Station Upgrade.
 - K. Receive and file the McCook Pool Committee Report.
 - L. Approve nine (9) applications authorizing Great Plains Communications to occupy city right-of-way for the purpose of installing underground conduit that will house fiber optic cable and authorize the Mayor to sign.
 - M. Receive and file the minutes of the January 13, 2021 Library Advisory Board meeting.
 - N. Adopt Resolution No. 2021-09 approving the execution of an agency agreement, and other supporting documents, with the Nebraska Department of Transportation - Division of Aeronautics for the development of an Airport Layout Plan with said project to be submitted by the Department of Transportation to the Federal Aviation Administration to obtain federal assistance for the development of the airport.
 - O. Approve the application for a Special Designated Liquor License submitted by MO Dough, LLC, Liquor License #IK-057785, for a wedding reception to be held at the Red Willow County Fair Grounds 4H Building, 1412 West 5th Street, on June 5, 2021 from 8:00 A.M. to 1:00 A.M.
5. Regular Agenda.
- A. Adopt Resolution No. 2021-08 calling for the early redemption of the City of McCook's outstanding Combined Utilities Revenue Refunding Bonds, Series 2016, in such maturities and in such amounts as shall be determined by an authorized officer of the City of McCook.
 - B. Consider Ordinance No. 2021-3016 and approve under suspension of the rules, authorizing the issuance by the City of McCook, Nebraska of its Combined Utilities Revenue Refunding Bonds, Series 2021, in the aggregate principal amount not to exceed \$6,600,000.
 - 1. Chairperson asks Clerk to read Ordinance No. 2021-3016 by title.
 - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 - 3. Final passage of Ordinance No. 2021-3016.

4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
 - C. Report on Richard Haag's request to purchase City owned property at the corner of Norris and "B" Street.
 - D. Approve on its second reading Ordinance No. 2021-3014 providing for the amendment of Chapter 38: Fee Schedule - Appendix E, setting the rate to be charged for water by the McCook Water Department.
 1. Chairperson asks Clerk to read Ordinance by title.
 2. Consider approval of Ordinance No. 2021-3014 upon its second reading.
 - E. Approve on its second reading Ordinance No. 2021-3015 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.
 1. Chairperson asks Clerk to read Ordinance by title.
 2. Consider approval of Ordinance No. 2021-3015 upon its second reading.
 - F. Continued discussion regarding the "Citizen's Comments" portion of the McCook City Council meetings.
 - G. Discussion regarding the McCook City Council's prioritization of current general fund needs and potential general fund projects.
 - H. Council Comments.
- Adjournment.

CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING

ITEM: **3.A.**

Approve the proclamation designating the week of April 4-10, 2021 as "National Library Week" and authorize the Mayor to sign.

BACKGROUND:

The theme for National Library Week 2021, "Welcome to Your Library," promotes the idea that libraries extend far beyond the four walls of a building – and that everyone is welcome to use their services. During the pandemic libraries have been going above and beyond to adapt to our changing world by expanding their resources and continuing to meet the needs of their users. Whether people visit in person or virtually, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs.

National Library Week allows us to promote our local libraries and their workers. Libraries are pivotal to society to both universities and to schools. Celebrating them, means celebrating silent reading, our communities and getting into college. Therefore, it's an obvious good deed. This National Library Week, let's look back on our love for the smell inside an old book, and wholeheartedly thank our local public libraries.

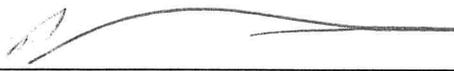
FISCAL
IMPACT: None.

APPROVALS:



Jody Crocker, Library Director

March 31, 2021



Nathan A. Schneider, City Manager

March 31, 2021

Office of the Mayor
McCook, Nebraska

Proclamation

"NATIONAL LIBRARY WEEK 2021"

- WHEREAS, libraries of all types are at the heart of their cities, towns, schools, and campuses, serving their communities;
- WHEREAS, libraries are accessible and inclusive places that foster a sense of belonging and community;
- WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;
- WHEREAS, for people lacking broadband at home, libraries provide access to computers and wi-fi, even checking out internet hotspots and laptops;
- WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;
- WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs;
- WHEREAS, in times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities both in person and virtually;
- WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;
- WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;
- WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;
- WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I, Mike Gonzales, Mayor of McCook do hereby proclaim National Library Week, April 4-10, 2021. During this week, I encourage all residents to visit their library to access resources and services. Because of you, Libraries Transform lives and communities.

Dated this 5th day of April, 2021.

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

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk



**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 3.B.

Approve the proclamation designating the week of April 11-17, 2021 as "911 Public Safety Telecommunicators Week" and authorize the Mayor to sign.

BACKGROUND:

Across the nation in times of intense personal crisis and community wide disasters, the first access point for those seeking all classes of emergency services and homeland security information is 9-1-1. The local and county public safety communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

In October, 1991 Congress passed H. J. Resolution 284 designating the second week of April of each year as National Public Safety Telecommunicators Week.

The McCook Police Department will be celebrating Public Safety Telecommunicators Week the second week of April. This week honors the thousands of men and women who respond to calls, dispatch emergency professionals and equipment, and render life saving assistance to citizens in the United States. We are enlisting the support of the McCook City Council, in the form of a proclamation, to honor the City's dispatchers for the work that they do everyday to protect the citizens of McCook and Red Willow County.

**FISCAL
IMPACT:** None.

APPROVALS:



Joel Smith, Chief of Police

March 31, 2021



Nathan A. Schneider, City Manager

March 31, 2021

Office of the Mayor
McCook, Nebraska

Proclamation

"911 PUBLIC SAFETY TELECOMMUNICATORS WEEK"

- WHEREAS, this week is a time to show our appreciation and to recognize that our health, safety, and well-being are often dependent on the commitment and steadfast devotion of Public Safety Telecommunicators, because emergencies can occur at any time that require police, fire, emergency medical service, or other critical services; and
- WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and
- WHEREAS, the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the McCook Public Safety Communications Center; and
- WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services. These dedicated men and women are the First Responders and are more than anonymous voices on the telephone line. They are local police, fire, and medical professionals who use public safety telecommunications to quickly respond to emergency calls; and
- WHEREAS, Emergency responders rely on their knowledge and professionalism to make critical decisions, obtain information, and quickly dispatch needed aid. Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information, and insuring their safety; and
- WHEREAS, Public Safety Dispatchers of the City of McCook Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients. The work of these "unseen first responders" is invaluable in emergency situations, and each of these dedicated men and women deserves our heartfelt appreciation. Citizens place their trust in these individuals, not just this week, but every day of the year; and
- WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job assisting those in need;

NOW, THEREFORE, Be It Resolved that the City Council of City of McCook declares the week of April 11 through 17, 2021 to be 911 Public Safety Telecommunicators Week in McCook, in recognition of the men and women whose diligence and professionalism keep our city and citizens safe.

Dated this 5th day of April, 2021.



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

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.A.

Approve the minutes of the March 15, 2021 regular City Council meeting and the March 14, 2021 special City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 29, 2021

McCook City Council
March 15, 2021
5:30 PM Central

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

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

Absent: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 11, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Citizen Comments.

Sharon Bohling thanked the Council and staff for taking her with them during their orientation, she learned a lot about our community.

2. Announcements & Recognitions.

Mayor Gonzales thanked staff for all they did in planning of the Council orientation meeting and also, thanked Sharon Bohling, David Blau, and Dale Dueland for attending the meeting.

City Manager Schneider informed the Council that a Board of Zoning Adjustment meeting has been scheduled for March 22, 2021 at 5:30 P.M. and that the City received word from the Nebraska Department of Economic Development that our Civic and Community Center Financing Fund (CCCFF) application for funds in the amount of \$12,500 for the Swimming/Recreation Complex Project was approved.

3. McCook Keno, LLC.

- 3.A. Adopt Resolution No. 2021-05 approving an agreement with McCook Keno, LLC for the operation of a keno-type lottery in the City of McCook for a period of five years.

Motion to adopt Resolution No. 2021-05 approving an agreement with McCook Keno, LLC for the operation of a keno-type lottery in the City of McCook for a period of five years. This motion, made by Calvin and seconded by Weedin, passed.

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

Mike Nevriy and Ryan Palabrica, representatives for McCook Keno, LLC, were present to answer questions from the Council.

- 3.B. Adopt Resolution No. 2021-06 approving Outlaws 1882 Saloon as a Sales Outlet location for the operation of keno-type lottery.

Motion to adopt Resolution No. 2021-06 approving Outlaws 1882 Saloon as a Sales Outlet location for the operation of keno-type lottery. This motion, made by Calvin and seconded by Weedin, passed.

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

4. Proclamations.

- 4.A. Approve the proclamation designating March 18, 2021 as "Natural Gas Utility Workers' Day" and authorize the Mayor to sign.

Motion to approve the proclamation designating March 18, 2021 as "Natural Gas Utility Workers' Day" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Gonzales, passed.

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

Dawson Brunswick, McCook Chamber of Commerce President/CEO, presented the proclamation and recognized Black Hills Energy employees - Dan Chambers, Dallas Minik, and Tyson Karr.

5. Consent Agenda.

Mayor Gonzales requested that Item 5E be removed from the Consent Agenda and placed on the Regular Agenda.

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

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

- 5.A. Approve the minutes of the March 1, 2021 regular City Council meeting and the March 4, 2021 special City Council meeting.
- 5.B. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on April 3, 2021 from 12:00 P.M. to 1:00 A.M.
- 5.C. Adopt Resolution No. 2021-03 approving the execution of an Agency Agreement with the Nebraska Department of Transportation, Aeronautics Division, for Grant No. 3-31-052-017-2021 and authorize the Mayor to sign.
- 5.D. Approve Resolution No. 2021-04 amending and updating the City of McCook's Employee Handbook.
- 5.F. Approve specifications for the 2021 Armor Coating Project and set the time and date to receive bids as 2:00 P.M., March 29, 2021.
- 5.G. Receive and file the Financial Report for the period ending February 28, 2021.

6. Regular Agenda.

- 5.E. Approve the request from Ronda Graff to utilize city streets and walking trails for the 2021 Republican River Fitness Series on the following dates: March 27, May 6, May 13, June 26, September 25, November 20, and December 18, 2021.

Motion to approve the request from Ronda Graff to utilize city streets and walking trails for the 2021 Republican River Fitness Series on the following dates: March 27, May 6, May 13, June 26, September 25, November 20, and December 18, 2021; condition that prior to the event, the group provide staff with the routes to review and determine any necessary street closures to be brought back to the Council for approval. This motion, made by Gonzales and seconded by Calvin, passed. Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 6.A. Report from the McCook Chamber of Commerce - 2021 First Quarter Report.

Dawson Brunswick, McCook Chamber of Commerce President, per the Memorandum of Understanding with the City gave an update on the City of McCook ACE funds contributed to the Chamber for event promotion purposes.

- 6.B. Request from Richard Haag for the purchase of the property owned by the City of McCook legally described as Lot Seven (7), Block Twenty-two (22), Original Town of McCook, Red Willow County, Nebraska.

Dick Haag presented his request to the Council to purchase the property at 201 Norris Avenue, that

adjoins his business at 203 Norris Avenue. He is interested in using the lot for vendor spots that would compliment his business.

Council discussion included the need for additional information; what the process was to sell city property; seek public input regarding selling or leasing the property; and a citizen's desire to keep the green space.

It was the consensus of the Council to have City Attorney Mustion bring back information regarding what the City's options are and for Mr. Haag to provide drawings of how he plans to utilize the property.

6.C. Confirm the emergency purchase of services for the repair of Weiland Field and "L" Street storm sewer in accordance with Section 34.33 of the City of McCook Code of Ordinances.

City Staff reviewed the following information presented in the City Manager's Report: "On the south side of Weiland Field at the intersection of "L" Street and East 2nd are three storm sewer inlets which drain into a 24" corrugated metal pipe that drains under the south bleachers, under Weiland Field, under the home side bleachers, and then into Bolles Canyon. It was noticed in February that the pipe had corroded and there was erosion at the back of the inlet on the north side of "L" Street. The City investigated further and discovered a large washout under the south bleachers of Weiland Field, McCook Public Schools was immediately notified of the issue and W Design Associates was retained to develop a fix. This area of the south bleachers has been roped off from public use until the washout is repaired."

"While multiple avenues of repair were investigated, it was determined that the best long term solution will be to get the storm sewer and associated drainage out from under the bleachers and Weiland Field. Per the attached preliminary layout drawing, the storm sewer will be moved west, combined with a storm sewer from East 3rd and "L" Street, then a new storm sewer run at the back of the west end zone in Weiland Field, under "M" Street and into Bolles Canyon. The storm sewer draining East 1st and "L" Street has also experienced issues in the past but has not made it to the One and Six Year Plan. It has been determined that fixing both storm sewers at the same time makes the most economic sense."

"The intention is then to repair the washout under the grandstand with flowable fill (a mixture of fly ash, cement, and sand) and completely block off and abandon the old storm sewer under the bleachers and Weiland Field."

"While the south grandstand cannot be loaded safely with people at this time, it appears to be stable for now. The issue is if we were to get a large heavy rain, significant additional erosion could occur under the grandstand that would compromise its integrity. Thus the emergency nature of the project."

"In accordance with the Ordinance, while City Staff has authority to proceed with this project on an emergency basis, projects over \$30,000 must be confirmed by the City Council. This project will cost more than \$30,000."

"City Staff intends to negotiate these repairs based on Plans and Specifications now being prepared by W Design Associates. Once a contract price is established Staff will bring this back to the Council for further confirmation. Staff does not believe we have time to go through process of council approvals, advertising and bidding which can take six to eight weeks. We are therefore requesting confirmation of the emergency project status for this storm sewer repair."

Motion to confirm the emergency purchase of services for the repair of Wieland Field and "L" Street storm sewer in accordance with Section 34.33 of the City of McCook Code of Ordinances. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

6.D. Introduce and approve on its first reading Ordinance No. 2021-3014 providing for the amendment of Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees.

Mayor Gonzales asked the Clerk to read Ordinance No. 2021-3014 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2993 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2021-3014 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Calvin and seconded by Weedon, passed.

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

6.E. Introduce and approve on its first reading Ordinance No. 2021-3015 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Gonzales asked the Clerk to read Ordinance No. 2021-3015 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2994 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2021-3015 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

6.F. Discussion regarding the "Citizen's Comments" portion of the McCook City Council meetings.

Discussion regarding the following information presented in the City Manager's Report was held: "The City of McCook's regular meeting agenda includes time for Citizen Comments. One drawback to the Citizen Comment's portion of the McCook City Council meetings is that the items presented during Citizen's Comments are unknown to the City Council prior to the commencement of the meeting. The Open Meetings Act disallows comments or discussion from the McCook City Council or City Staff to the comments presented by the citizen. Discussion is barred due to the fact that the citizen's discussion item is not included on the agenda. By law, only the items officially listed on the regular meeting agenda can be discussed at a McCook City Council meeting. "

"Over the past few months, a number of people have presented items during the Citizen's Comments portion of the McCook City Council meetings. Due to the fact the Council is not allowed to respond, discussions and/or directed action cannot be taken at the meeting. The lack of discourse has led to misunderstandings."

"Staff would like to discuss the current "Citizen Comments" system. Staff believes it would be preferable to develop an arrangement that would allow for discussion between the citizens and McCook's City Council members in real time."

It was the consensus of the Council to have staff bring back recommendations regarding the process that would allow for discussion between citizens and the Council in real time.

6.G. Presentation from City Attorney, Nathaniel Mustion, regarding an update on land banks.

City Attorney gave an update regarding his progress with the development of an area land bank.

6.H. Council Comments.

Council comments included thanking staff for all they did in planning of the Council orientation and for taking the time to meet with the Council at the meeting held yesterday, it was a great day and a lot was learned and expressed admiration and thanked staff for all that they do for the citizen's of McCook; Councilmember Weedon reminded all that the Choice Gas Selection period was March 18 through April 23; and Councilmember Rambali thanked the Council and staff for holding the orientation meeting at a time that worked with his schedule.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:52 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
March 14, 2021
10:00 AM Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 10:00 o'clock A.M. at the Heritage Senior Center.

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

Absent: None

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Utilities Director Dutcher, Public Works Director Potthoff, Senior Services Director Siegfried.

Public present: Sharon Bohling, Dale Dueland, and City Engineer David Blau.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 11, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Senior Center and available for public review and the meeting was called to order.

1. City Area and Facilities Tour -

- ▶ 10:00 A.M. - Senior Center
- ▶ 10:30 A.M. - Library
- ▶ 11:00 A.M. - Fire Department
- ▶ 11:45 A.M. - Lunch
- ▶ 12:15 A.M. - Police
- ▶ 1:15 P.M. - Water Treatment Plant
- ▶ 2:15 P.M. - Wastewater Treatment Plant
- ▶ 3:45 P.M. - Water Shop
- ▶ 4:00 P.M. - Street Shop
- ▶ 4:45 P.M. - Transfer Station
- ▶ 5:30 P.M. - Ballparks
- ▶ 6:15 P.M. - Pool
- ▶ 7:15 P.M. - Airport

Tours were conducted at the above-referenced City facilities. Library Director Crocker, Fire Chief

Harpham, Police Chief Smith, Circulation Librarian Kennedy, Police Sergeant Jordan, Water Superintendent Fawver, Public Works Supervisor Kalinski, Solid Waste Province, and Airport Maintenance Operator Vontz met with the group at their respective facilities.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:45 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING

ITEM: 4.B.

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a wedding reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on April 17, 2021 from 12:00 P.M. to 1:00 A.M..

BACKGROUND:

JBN will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

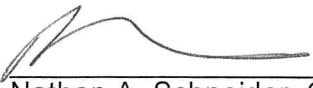
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 29, 2021



Nathan A. Schneider, City Manager

March 29, 2021

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

JBN INC DBA HI TIMES LIQUOR MART 1

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

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 4/17/21 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: RED WILLOW COUNTY COMMUNITY BUILDING

Event Street Address/City: 1412 WEST 5 TH STREET

Indoor area to be licensed in length & width: 115 X 50

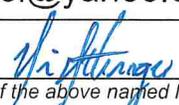
Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: WEDDING RECEPTION Estimate # of attendees: 300

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

Event Contact Name: LINDA SCHIFLEBEIN **Event Contact Phone Number:** 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

***Signature Authorized Representative:**  **Printed Name** NICK NOTHNAGEL

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

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

OUTDOOR AREA DIAGRAM

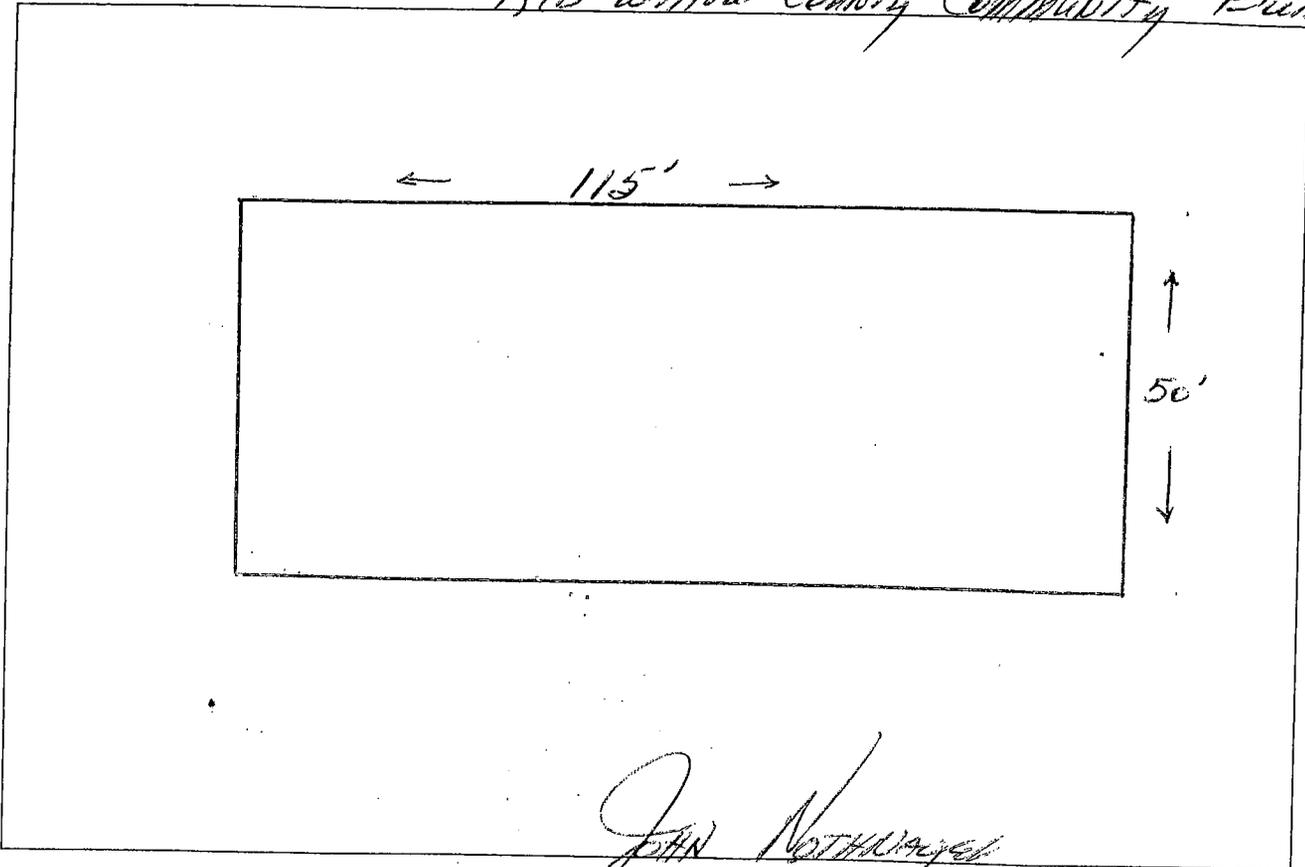
WE WILL HAVE CERTIFIED ALCOHOL
SERVERS AT EVENT ALONG WITH

HOW AREA WILL BE PATROLLED SOME ONE WATCH DOORS.

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

Red Willow County Community Building



John Nottharmer

JBN INC DBA Hi Times Liquor Mart

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.C.

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on April 24, 2021 from 12:00 P.M. to 1:00 A.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 29, 2021



Nathan A. Schneider, City Manager

March 29, 2021

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

JBN INC DBA HI IMES LIQUOR MART 1

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

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 4/24/21 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: MCCOOK CITY AUDITORIUM

Event Street Address/City: 302 WEST 5TH STREET

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

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: RECEPTION Estimate # of attendees: 350

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

Event Contact Name: LINDA SCHIFLEBEIN **Event Contact Phone Number:** 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

***Signature Authorized Representative:**  **Printed Name** NICK NOTHNAGEL

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

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

OUTDOOR AREA DIAGRAM

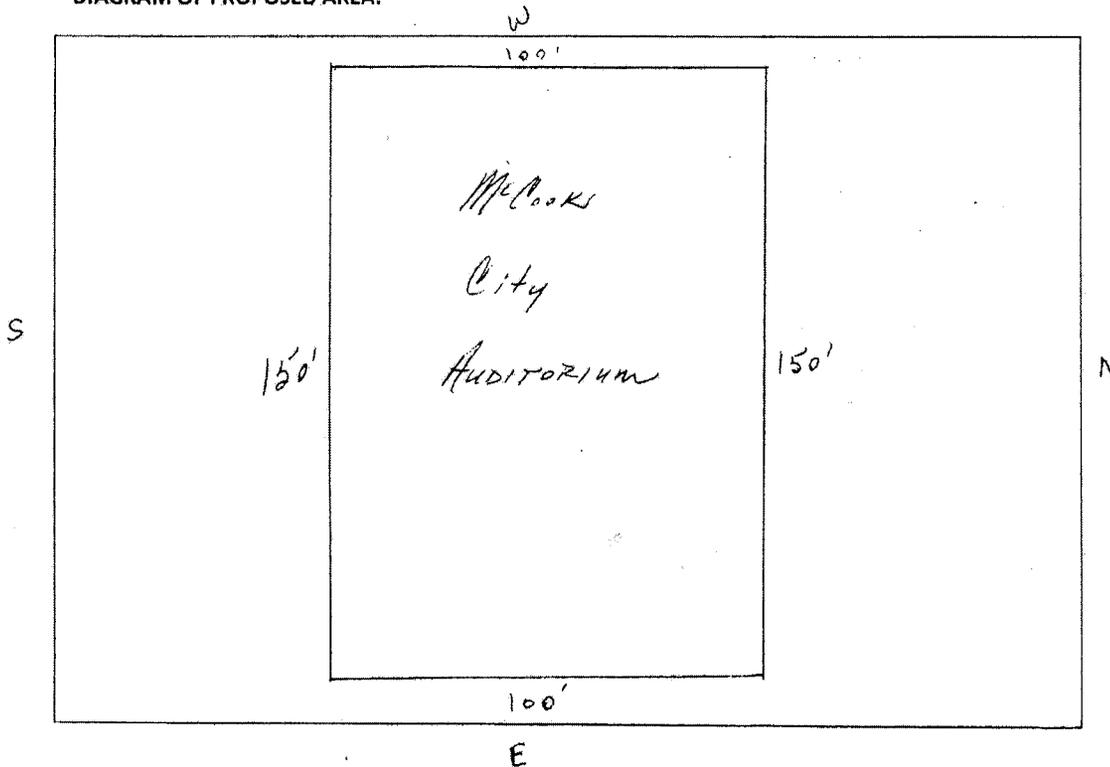
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- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MNB Insurance Services 217 West 1st PO Box 30 McCook NE 69001-0030		CONTACT NAME: Denise Broomfield PHONE (A/C, No, Ext): (308) 345-6055 FAX (A/C, No): (308) 345-2663 E-MAIL ADDRESS: DBroomfield@mnib.bank	
INSURED JBN/Hi-Times Liquor Mart 801 East B St McCook NE 69001		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2061004998

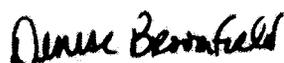
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CL3289559	06/20/2020	06/20/2021	EACH OCCURRENCE \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.					PERSONAL & ADV INJURY \$ 500,000
	OTHER:					GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY					PRODUCTS - COMPI/OP AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				PROPERTY DAMAGE (Per accident) \$
	DED. RETENTION \$					\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$
						PER STATUTE OTH-ER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of McCook PO Box 1059 McCook NE 69001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: **4.D.**

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 1, 2021 from 12:00 P.M. to 1:00 A.M..

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 29, 2021



Nathan A. Schneider, City Manager

March 29, 2021

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

JBN INC DBA HI IMES LIQUOR MART 1

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

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 5/01/21 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: MCCOOK CITY AUDITORIUM

Event Street Address/City: 302 WEST 5TH STREET

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

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: RECEPTION Estimate # of attendees: 350

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

Event Contact Name: LINDA SCHIFLEBEIN Event Contact Phone Number: 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

*Signature Authorized Representative: [Signature] Printed Name NICK NOTHNAGEL

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

OUTDOOR AREA DIAGRAM

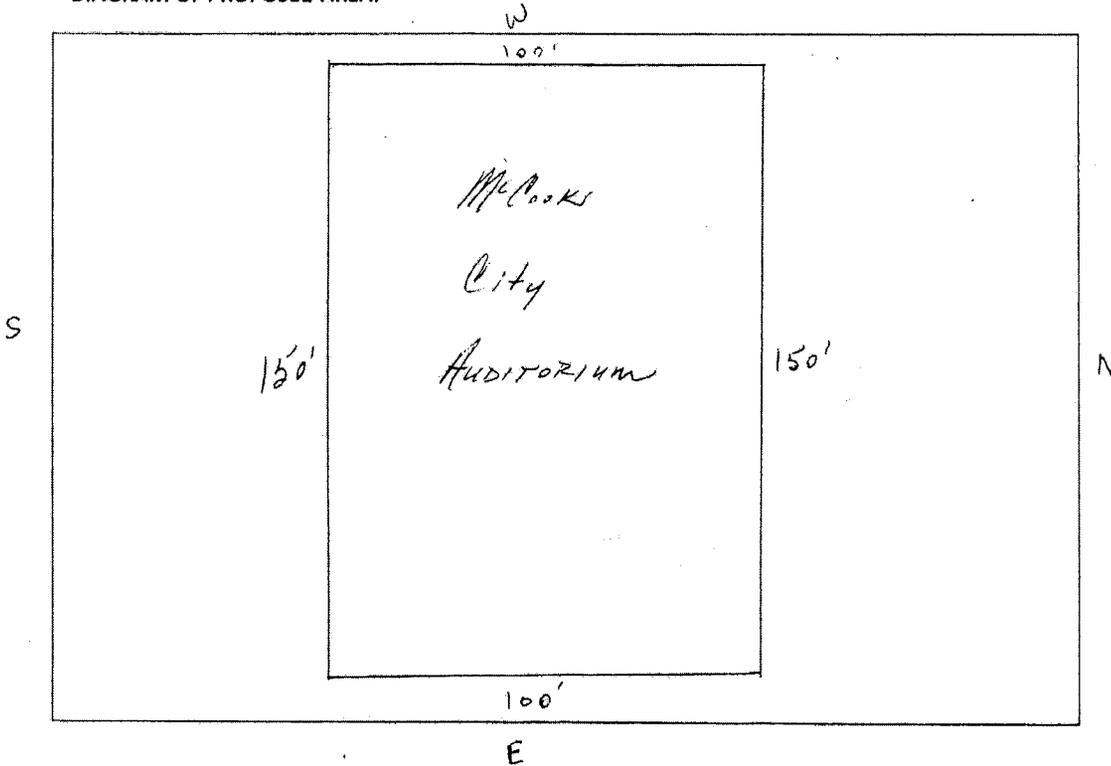
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- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2020

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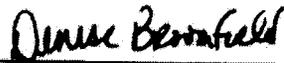
PRODUCER MNB Insurance Services 217 West 1st PO Box 30 McCook NE 69001-0030		CONTACT NAME: Denise Broomfield PHONE (A/C, No, Ext): (308) 345-6055 FAX (A/C, No): (308) 345-2663 E-MAIL ADDRESS: DBroomfield@mnb.bank	
INSURED JBN/Hi-Times Liquor Mart 801 East B St McCook NE 69001		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2061004998 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CL3289559	06/20/2020	06/20/2021	EACH OCCURRENCE \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER:						MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 500,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED: RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
	Y/N N/A						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION	
City of McCook PO Box 1059 McCook NE 69001		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.E.

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 22, 2021 from 12:00 P.M. to 1:00 A.M..

BACKGROUND:

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

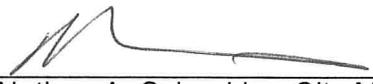
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 29, 2021



Nathan A. Schneider, City Manager

March 29, 2021

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

JBN INC DBA HI IMES LIQUOR MART 1

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

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 5/22/21 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: MCCOOK CITY AUDITORIUM

Event Street Address/City: 302 WEST 5TH STREET

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

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: RECEPTION Estimate # of attendees: 350

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

Event Contact Name: LINDA SCHIFLEBEIN **Event Contact Phone Number:** 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

***Signature Authorized Representative:** [Signature] **Printed Name** NICK NOTHNAGEL

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

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

OUTDOOR AREA DIAGRAM

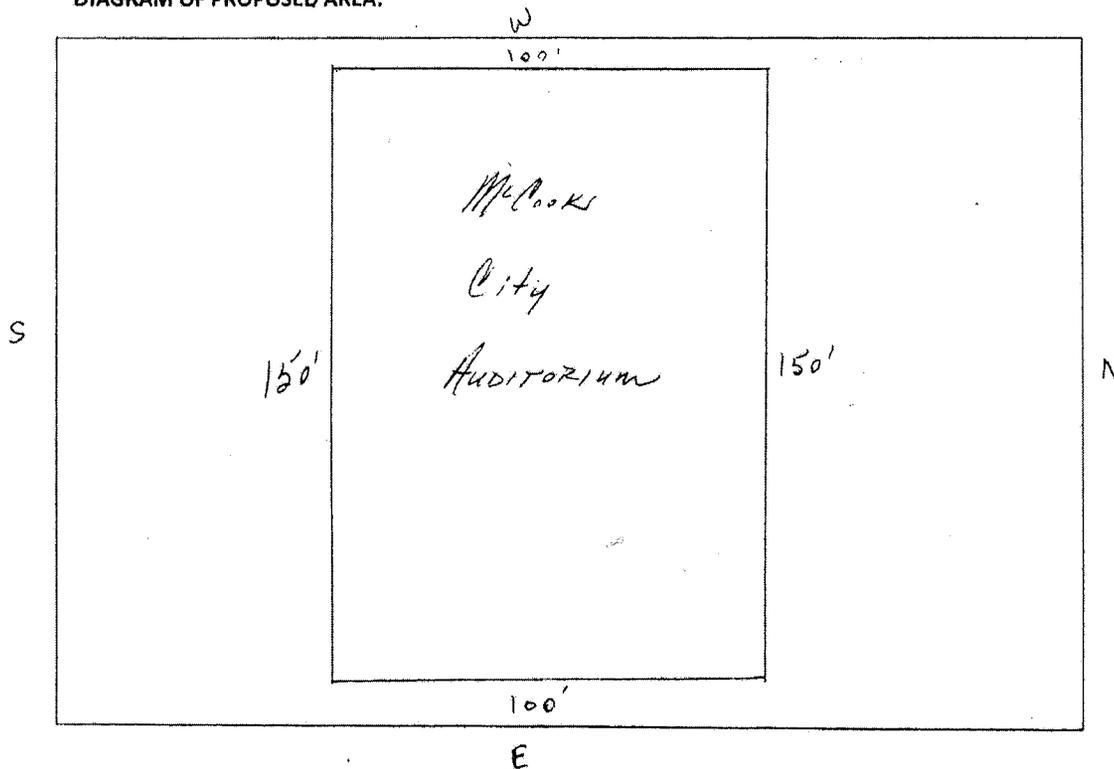
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- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2020

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INSURED JBN/Hi-Times Liquor Mart 801 East B St McCook NE 69001		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2061004998

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CL3289559	06/20/2020	06/20/2021	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PO/AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of McCook PO Box 1059 McCook NE 69001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.F.

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 29, 2021 from 12:00 P.M. to 1:00 A.M..

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 29, 2021



Nathan A. Schneider, City Manager

March 29, 2021

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

JBN INC DBA HI IMES LIQUOR MART 1

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

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 5/29/21 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: MCCOOK CITY AUDITORIUM

Event Street Address/City: 302 WEST 5TH STREET

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

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: RECEPTION **Estimate # of attendees:** 350

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

Event Contact Name: LINDA SCHIFLEBEIN **Event Contact Phone Number:** 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

***Signature Authorized Representative:**  **Printed Name** NICK NOTHNAGEL

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature _____
Date

OUTDOOR AREA DIAGRAM

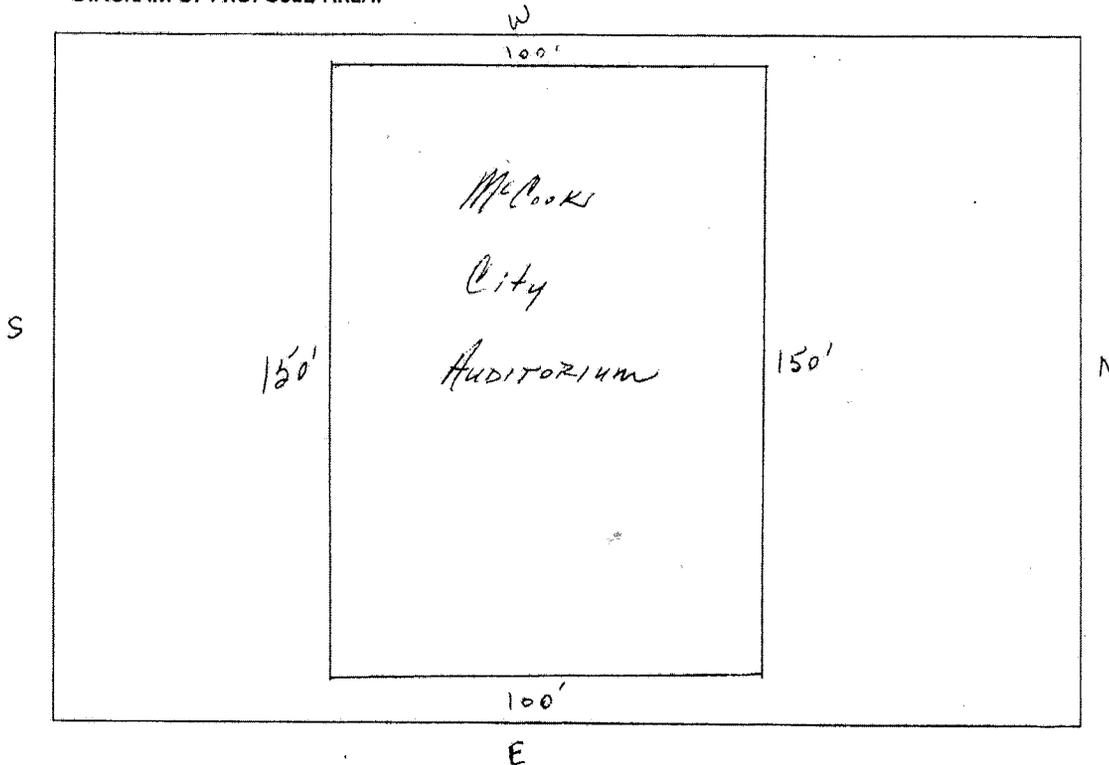
WE WILL HAVE CERTIFIED ALCOHOL

SERVERS AT EVENT ALONG WITH

HOW AREA WILL BE PATROLLED SOME ONE WATCHING THE DOORS

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MNB Insurance Services 217 West 1st PO Box 30 McCook NE 69001-0030	CONTACT NAME: Denise Broomfield PHONE (A/C, No, Ext): (308) 345-6055 FAX (A/C, No): (308) 345-2663 E-MAIL ADDRESS: DBroomfield@mnibank
	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co.
INSURED JBN/Hi-Times Liquor Mart 801 East B St McCook NE 69001	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
	NAIC #

COVERAGES

CERTIFICATE NUMBER: CL2061004998

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CL3289559	06/20/2020	06/20/2021	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of McCook PO Box 1059 McCook NE 69001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CITY MANAGER'S REPORT
APRIL 5, 2021
CITY COUNCIL MEETING**

ITEM: 4.G.

AWARD THE BID FOR THE 2021 ARMOR COATING PROJECT TO FIGGINS CONSTRUCTION OF RED CLOUD, NEBRASKA IN THE AMOUNT OF \$3.42 PER GALLON, THAT BEING THE LOWEST BEST BID.

BACKGROUND

On March 29th bids were opened for the 2021 Armor Coating Project. Attached is the tabulation of the bids received.

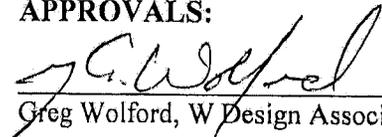
As a note on the impact of oil costs, the following is a summary of the armor coat bids for the past few years:

Year	Cost/Gal.	Year	Cost/Gal.
2005	\$1.73	2013	N/A
2006	\$2.488	2014	\$4.82
2007	\$2.645	2015	\$3.70
2008	\$3.77	2016	\$3.37
2009	\$3.22	2017	\$3.667
2010	\$3.325	2018	\$3.55
2011	\$3.61	2019	\$3.83
2012	\$4.21	2020	\$3.93

This cost is within the City's budget for street maintenance this year. Also, you will note on the bid tabulation that the low bidder supplied an alternate for a different type of oil. The base bid noted as CR52-P is the same oil bid by the others and the same oil McCook has used for the past several years.

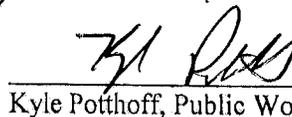
FISCAL IMPACT: None.

APPROVALS:



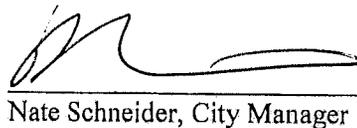
Greg Woldford, W Design Associates

Date: 29 Mar 21



Kyle Potthoff, Public Works Director

Date: 3/30/21



Nate Schneider, City Manager

Date: 3-30-21

2021 ARMOR COATING
CITY OF McCOOK
McCOOK, NEBRASKA

JOB #854-21
MARCH 29, 2021 2:00 P.M.

BID TABULATION SHEET

CONTRACTOR	UNIT PRICE	START DATE	COMPLETION DATE	BID BOND
B & H PAVING P.O. BOX 524 SCOTT CITY, KS 67871	<u>\$3.94/gal.</u>	<u>6/01/21</u>	<u>8/31/21</u>	<u>Yes</u>
FIGGINS CONSTRUCTION 1511 ROAD 1100 RED CLOUD, NE 68970	<u>\$4.03/gal. - Alternate MC-800</u> <u>\$3.42/gal. - CR52-P</u>	<u>7/01/21</u> <u>7/01/21</u>	<u>7/31/21</u> <u>7/31/21</u>	<u>Yes</u>
STA-BILT CONSTRUCTION P.O. BOX 151 HARLAN, IA 51537	<u>No Bid</u>	<u> </u>	<u> </u>	<u> </u>
TOPKOTE INC. 43439 SD HWY 50 YANKTON, SD 57078	<u>\$4.13/gal.</u>	<u>5/03/21</u>	<u>7/01/21</u>	<u>Yes</u>
TRI STATE PAVING P.O. BOX 566 WOOD RIVER, NE 68883	<u>No Bid</u>	<u> </u>	<u> </u>	<u> </u>

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.H.

Adopt Resolution No. 2021-07 designating the representatives of the City of McCook to the McCook Economic Development Corporation Board of Directors.

BACKGROUND:

Mayor Gonzales is being appointed to the board to replace Janet Hepp as the City's Ex-officio Director. Councilmember Calvin currently serves as the City's Executive Partner Director. Both positions have voting privileges.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 29, 2021



Nathan A. Schneider, City Manager

March 29, 2021

RESOLUTION NO. 2021-07

WHEREAS, the City of McCook, Nebraska is a contributor of more than \$10,000 annually to the MCCOOK ECONOMIC DEVELOPMENT CORPORATION and, pursuant to their By-Laws, it is the responsibility of the City to designate the representatives of the City of McCook to their Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of McCook, Nebraska, that:

1. The City Clerk is hereby directed to give written notice to the MCCOOK ECONOMIC DEVELOPMENT CORPORATION of the appointment of Jerry Calvin, Councilmember, as the City's Executive Partner Director to said Board of Directors.
2. The City Clerk is hereby directed to give written notice to the MCCOOK ECONOMIC DEVELOPMENT CORPORATION of the appointment of Michael Gonzales, Mayor, as the City's Ex-officio Director to said Board of Directors.

PASSED AND APPROVED THIS 5th day of April, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.1.

Approve the application for a Special Designated Liquor License submitted by Loop Brewing Company, Liquor License #LK-093351, for a wedding reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on May 22, 2021 from 3:00 P.M. to 12:30 A.M..

BACKGROUND:

Loops will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2021



Nathan A. Schneider, City Manager

March 30, 2021

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

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

404 West A Street McCook Ne, 69001
Retail Liquor License Address or Non-Profit Business Address

~~716235~~ LK-93351
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): May 22nd 2021

Event Start Time(s): 3:00 P.M.

Event End Time(s): 12:30 a.m.

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Red Willow Community Bldg

Event Street Address/City: 1412 West 5th

Indoor area to be licensed in length & width: 60 x 20

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: Wedding Reception Estimate # of attendees: 200

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

Event Contact Name: Adam Siegfried Event Contact Phone Number: 308-3402460

Event Contact Email: coppermillrestaurantllc@yahoo.com

*Signature Authorized Representative: [Signature] Printed Name Adam Siegfried

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.J.

RECOMMENDATION:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER NO. 1, THE CERTIFICATE OF SUBSTANTIAL COMPLETION AND ISSUE FINAL PAYMENT FOR THE WEST GOLF COURSE LIFT STATION UPGRADE.

BACKGROUND:

The upgrade to the West Golf Course Lift Station (WGCLS) has been completed by Midlands Contracting, Inc of Kearney as of February 11, 2021. With the conclusion of work, a Change Order (CO NO.1 FINAL) was issued deducting costs for materials that were not needed in the project. The deduction for quantities of pipe, concrete and fencing not used amounts to \$1,720.00.

The final contracted amount for Midland is \$207,530.00. An earlier payment to the contractor on January 13, 2021 of \$109,462.50 (pay app # 1) for materials and work completed leaves a balance of \$98,067.50 for the final payment (App # 2-Final).

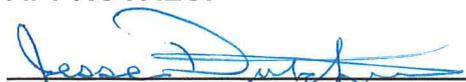
The renovations to the lift station included a new fiberglass above grade vault that houses the electrical connections, valves and controls. Two new submersible pumps were installed in the wet well adjacent to the vault, site grading and new pipe connecting the lift station to the force main is also included.

Moving the operator controls from the old underground vault to the new above ground vault greatly improves safety for the operators. The renovations also makes maintenance much easier and requires less time.

The two lift stations on the golf course, East and West, serve the homes on the golf course and commercial property on the west side of HWY 83 and on HWY 6 & 34 West of the 83 junction. With the upgrades to the WGCLS completed, 3 of the 5 lift stations have received recent upgrades. The East Golf Course Lift Station in 2014, Barnett Park Lift Station in 2019, and now the West Golf Course Lift Station in 2021. The Karrer park Lift station received an upgrade in 2010 and will have new pumps installed in the near future. The East M Street Lift Station was constructed in 2002 and handles a fairly small area, to date it is performing reasonably well.

FISCAL IMPACT: None, 20-21 budget, Sewer Capital Replacement 70-061-56030

APPROVALS:



Jesse Dutcher, City Utility Director

Date: 3-30-21



Nate Schneider, City Manager

Date: 3-30-21

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER,

Date of Completion: February 3, 2021

The following documents are attached to and made a part of this Certificate:

PAY REQUEST #2
CHANGE ORDER #1-FINAL

A tentative list of items to be completed or corrected is as follows:

- 1) Seeding (to be performed in 2021)
- 2) Corner of Building was damaged during construction activities. CONTRACTOR will repair.

This list may not be all inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on this 11 day of FEB, in the year 2021.

MILLER & ASSOCIATES
CONSULTING ENGINEERS, P.C.

By Chris Miller

The CONTRACTOR accepts this Certificate of Substantial Completion on the 5th day of February, in the year 2021.

MIDLANDS CONTRACTING, INC.

By [Signature]

The OWNER accepts this Certificate of Substantial Completion on the ____ day of _____, in the year 2021.

CITY OF McCOOK

By _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

ENGINEER'S PROJECT NO.: 200-D1-027

PROJECT NAME: WEST GOLF COURSE LIFT STATION RENOVATIONS

CONTRACTOR: MIDLANDS CONTRACTING, INC.

CONTRACT FOR: \$209,250.00

AGREEMENT DATE: JULY 6, 2020

This Certificate of Substantial Completion applies to all work under the Contract Documents or to the

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	L.S.	\$8,500.00	\$8,500.00
2	Furnish & Install New Package Fiberglass Above Grade Valve Vault with pumps, motors, guide rails system, concrete work, site work, fill, surface restoration, erosion control etc. for fully operational Lift Station per the Drawings and Specifications, complete in place	1	L.S.	\$148,000.00	\$148,000.00
3	Furnish & Install 4" Force Main Connection, complete in place	1	Each	\$4,400.00	\$4,400.00
4	Electrical & Control Modifications, complete in place	1	L.S.	\$6,500.00	\$6,500.00
5	Bypass Pumping & Temporary Piping for Construction	1	L.S.	\$6,100.00	\$6,100.00
6	Spare Pump & Motor	1	Each	\$14,000.00	\$14,000.00
7	Demolition, Removal of Piping/Equipment & Abandonment of Existing Lift Station per the Drawings & Specifications, complete in place	1	L.S.	\$12,000.00	\$12,000.00
8	Construction Staking	1	L.S.	\$500.00	\$500.00
9	Materials Testing	1	L.S.	\$450.00	\$450.00
10	Furnish & Install 4" C900 DR18 Force Main, complete in place	60	L.F.	\$20.00	\$1,200.00
11	Furnish & Install Force Main Cleanout, complete in place	1	Each	\$3,800.00	\$3,800.00
12	Remove & Reuse Fencing	1	L.S.	\$3,000.00	\$3,000.00
A.	Concrete Pad reduced 9.8 S.Y.; Grout Support added to Manhole Ring	1	L.S.	\$1,000.00	\$1,000.00
B.	Delete Silt Fencing	60	L.F.	-\$7.00	-\$420.00
C.	Fencing Removed but not Reinstalled, Per Item 12	1	L.F.	-\$1,500.00	-\$1,500.00
TOTAL CONSTRUCTION COST					\$ 207,530.00

TO: MIDLANDS CONTRACTING, INC.

AND TO: CITY OF McCOOK

Order No. 1-Final
 Effective Date: 2/9/2021
 Agreement Date: 7/6/2020
 Project No. 200-D1-027

NAME OF PROJECT: West Golf Course Lift Station Renovation

OWNER: City of McCook

CONTRACTOR: Midlands Contracting, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

CHANGE ORDER NO. 1 - FINAL

ITEM NO.	DESCRIPTION	CONTRACT/INSTALLED QUANTITY			DIFFERENCE	UNIT PRICE	ADD/ DEDUCT
10	Furnish & Install 4" C900 DR18 Force Main, complete in place	100	80	L.F.	-40	\$20.00	-\$800.00
A.	Concrete Pad reduced 9.8 S.Y.; Grout Support added to Manhole Ring	0	1	L.S.	1	\$1,000.00	\$1,000.00
B.	Delete Silt Fencing	0	60	L.F.	60	-\$7.00	-\$420.00
C.	Fencing Removed but not Reinstalled, Per Item 12	0	1	L.F.	1	-\$1,500.00	-\$1,500.00
TOTAL ADJUSTED CHANGE ORDER PRICE							\$ (1,720.00)

JUSTIFICATION: To adjust contract quantities to actual quantities installed.

Change to CONTRACT PRICE:

ORIGINAL CONTRACT PRICE: \$ 209,250.00
 Net decrease resulting from this CHANGE ORDER: \$ (1,720.00)
 The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 207,530.00

Change to CONTRACT TIME:

The CONTRACT TIME will be increased to reflect a substantial completion date of February 3, 2021.

Approvals Required: To be effective, this order must be approved as required by the General Conditions.

Approved by: *[Signature]* MIDLANDS CONTRACTING, INC.
 Approved by: _____ CITY OF MCCOOK
 Approved by: *Chris Miller* MILLER & ASSOCIATES

APPLICATION FOR PAYMENT

PROJECT: West Golf Course Lift Station Renovation

ENGINEER: MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C.

ENGINEER'S PROJECT NO. 200-D1-027

TO: (OWNER) City of McCook
505 West "C" Street
McCook, NE 69001

CONTRACTOR: Midlands Contracting, Inc.

CONTRACT FOR: \$209,250.00

APPLICATION DATE: 02/09/21

APPLICATION NO.: 2-FINAL

ATTN: City Clerk

FOR WORK ACCOMPLISHED THROUGH THE DATE OF: February 3, 2021

CHANGE ORDER SUMMARY:

Application is made for payment, as shown below in connection with the Contract.

Continuation sheets are attached.

Change orders approved in previous month by Owner.

The present status of the account is as follows:

CO #	DATE	ADDITIONS	DEDUCTIONS
1	2/9/21	\$0.00	\$1,720.00
2			
3			
4			
5			
TOTAL		0.00	1,720.00
NET CHANGE		(1,720.00)	

ORIGINAL CONTRACT PRICE.....	\$209,250.00
Net Change by Change Orders & Written Amendments	<u>-\$1,720.00</u>
CURRENT CONTRACT PRICE.....	\$207,530.00
TOTAL COMPLETED & STORED TO DATE.....	\$207,530.00
LESS RETAINAGE : 0%	<u>\$0.00</u>
TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	\$207,530.00
LESS PREVIOUS APPLICATION FOR PAYMENT.....	<u>\$109,462.50</u>
AMOUNT DUE THIS APPLICATION.....	\$98,067.50

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1, inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract.

CONTRACTOR: MIDLANDS CONTRACTING, INC.

ENGINEER: MILLER & ASSOCIATES

By: Tracy CL

Date: 2/9/21

By: Chris Miller

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer

OWNER: CITY OF MCCOOK

BY: _____

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET

APPLICATION NUMBER: 2-Final

APPLICATION DATE: 2/19/21

FOR WORK ACCOMPLISHED THROUGH: 2/3/21

ENGINEER'S PROJECT #: 200-D1-027

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
1	Mobilization	1	L.S.	\$8,500.00	1	\$8,500.00		\$8,500.00
2	Furnish & Install New Package Fiberglass Above Grade Valve Vault with pumps, motors, guide rails system, concrete work, site work, fill, surface restoration, erosion control etc. for fully operational Lift Station per the Drawings and Specifications, complete in place	1	L.S.	\$148,000.00	1	\$148,000.00		\$148,000.00
3	Furnish & Install 4" Force Main Connection, complete in place	1	Each	\$4,400.00	1	\$4,400.00		\$4,400.00
4	Electrical & Control Modifications, complete in place	1	L.S.	\$6,500.00	1	\$6,500.00		\$6,500.00
5	Bypass Pumping & Temporary Piping for Construction	1	L.S.	\$6,100.00	1	\$6,100.00		\$6,100.00
6	Spare Pump & Motor	1	Each	\$14,000.00	1	\$14,000.00		\$14,000.00
7	Demolition, Removal of Piping/Equipment & Abandonment of Existing Lift Station per the Drawings & Specifications, complete in place	1	L.S.	\$12,000.00	1	\$12,000.00		\$12,000.00
8	Construction Staking	1	L.S.	\$500.00	1	\$500.00		\$500.00
9	Materials Testing	1	L.S.	\$450.00	1	\$450.00		\$450.00
10	Furnish & Install 4" C900 DR18 Force Main, complete in place	100	LF.	\$20.00	60	\$1,200.00		\$1,200.00
11	Furnish & Install Force Main Cleanout, complete in place	1	Each	\$3,800.00	1	\$3,800.00		\$3,800.00
12	Remove & Reuse Fencing	1	L.S.	\$3,000.00	1	\$3,000.00		\$3,000.00
A.	Concrete Pad reduced 9.8 S.Y.; Grout Support added to Manhole Ring	0	L.S.	\$1,000.00	1	\$1,000.00		\$1,000.00
B.	Delete Silt Fencing	0	LF.	-\$7.00	60	-\$420.00		-\$420.00
C.	Fencing Removed but not Reinstalled, Per Item 12	0	LF.	-\$1,500.00	1	-\$1,500.00		-\$1,500.00
TOTAL CONSTRUCTION COST						\$207,530.00		\$207,530.00

**CITY MANAGER'S REPORT
APRIL 5, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 4.K.

Receive and file the McCook Pool Committee Report.

BACKGROUND:

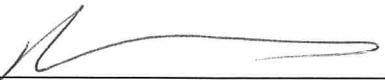
At the February 18, 2021 McCook Special City Council meeting, the McCook Pool Committee presented its report to the McCook City Council. The report contains information regarding a potential pool project and recommendations from the Pool Committee. A copy of the report is attached hereto.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2021



Nate Schneider, City Manager

March 30, 2021

MCCOOK POOL

Pool Committee Report

Presented 2-18-2021

Ver. 2.17.2021

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Attachments

Miller and Associates Swimming Pool Evaluation
Questionnaire Responses

COMMITTEE MEMBERSHIP

Pool Committee's Current Membership

Some members are no longer actively involved with the committee.

City Staff Members:

Nate Schneider - City Manager
Kyle Potthoff - Public Works Director
Jodi Crocker - Pool Manager

Community Members:

Grant Norgaard - Committee Chair
Charles Coleman
Tracy Flaska
Linda Frank
Jon Graff
Ronda Graff
Chelsey Hartwell
Sherri Rothmeyer
Jan Smith
Norma Stevens
Traci Taylor
Kim Tietz
Tom Wiemers
Sharlyn Coleman

INTRODUCTION

Pool Committee's Purpose

The Pool Committee's first meeting was held on February 15, 2016, followed by additional meetings. The committee's goal was to look at the current pool and its condition to consider its current operations and functionality to determine if it would be wiser to invest in the current structure or to recommend to the City Council its complete or partial replacement with a new pool and potentially a new location.

McCook's Pool: A quick review

The Pool Committee was advised by city staff members concerning the current state of the pool and costs associated with its operations. The committee was apprised of the findings in the 2013 Miller & Associates Pool Study. The committee was informed at that time that the pool was originally built in 1937 as a WPA project. McCook's pool is believed to be one of the oldest pools in operation in the state of Nebraska; possibly only newer than Creston, Nebraska's pool, which is the oldest having been built in 1919.

The committee was also given a tour of the pool facility to take a close look at the current facilities physical condition. The committee was shown the sand filtration system, pumps, locker rooms, and staff areas, as well as a close look at the pool structure and level of decay (significant cracking, chipping and erosion to the bottom, sides and ledge of the pool). Due to the current physical condition of the pool, it is apparent that it is in need of substantial repair and upgrading. The pool in its current condition needs both structural repair as well as updating to the antiquated filtration system and pumps.

The committee was also provided information concerning its procedures, protocols and staffing needs. The committee received insight on past upgrades made to the pool to improve facilities and to keep it operational.

The pool committee started meeting in late 2015, and brought the regular work of the committee to an end in late 2017. During the October 2017 meeting, the committee completed the decision making process by voting on the pool location and engineering firm. Since the last regular committee meeting, members of the pool committee have presented at city meetings and an occasional committee meeting was held. The most recent committee meeting took place this past July via Zoom.

Note: Committee members were presented a draft copy of this report for review.

RENOVATE OR START OVER

Renovate

Due to the current state of the pool, the committee was faced with the fact that the city would need to invest a considerable amount of money to repair and replace inefficient, ineffective and decaying portions of the pool. The Miller and Associates Pool Study estimated that repairing the existing facility would cost \$948,000. The general consensus of the committee was that the pool was a necessary facility within the community and it would, at the very least, need to have these essential renovations completed at some point in the next several years, but when the committee weighed those renovation cost against the costs associated with building a new pool with enhanced water features, it was determined that it made the most sense to investigate starting over with a new and improved facility.

Starting over with a new pool was not a simple choice made by the committee. The committee did discuss renovating the current pool facilities with the engineering firms that presented to the committee (page 7) before fully committing to the decision to recommend building a new facility that would provide an improved experience for the community's patrons for years to come.

Each engineering firm demonstrated the capacity to provide both plans for renovation as well as plans for an all new pool facility with new water features such as water slides, zero entry, lazy river, water spouts, diving boards, and so on.

PROPOSED POOL LOCATION

Stay or Go

Along with deciding on what engineering firm to recommend to the City Council, the committee also needed to make a recommendation on where the location of a new pool should go, if it was determined that a new pool was the best course moving forward.

Several locations were discussed at length and the engineering firms looked at a couple of the locations.

Location 1

The first location considered is the current spot where the pool is situated. The old pool would be demoed and the new pool and its additional features would be located there. Along with the new pool the group decided that the pool house would also be demolished and a new updated pool house constructed which would provide for greater safety and efficient operations. The group also discussed the addition of concessions to be part of the new poolhouse.

Advantages to building on the current site are that the property is already owned by the city, meaning more money could be spent on pool and added features, it is centrally located near homes and a popular park, dirt work would be minimal, parking is available, there is some current infrastructure, and the size of the lot would be large enough for the proposed pool and updated features.

One engineering firm (Larkin A.K.A. Lamp Rynearson) did present some to scale examples of what an updated pool with additional water features would look like on this property and how the new pool could be situated. This was also done for location 2, which is described on the next page, and how a future pool and water features could potentially sit on that property as well. This gave the group a good visual of how each site could look if the City of McCook decided to move forward with the project.

The current pool location made a lot of sense and the consensus of the group was that this was the best location for the new pool and added features. A vote was taken and this pool was favored 10 - 1 over two other locations.

PROPOSED POOL LOCATION

Location 2

The second proposal that received ample consideration was building the pool next to and attached to the YMCA. This pool location piqued the interests of the group because it provided an opportunity to partner with the YMCA as well as providing a year round pool experience because it would be an indoor pool.

Some of the main advantages indoor pools have over outdoor pools are that they allow for community members to enjoy the facility year round. If such a pool was built, the hope would be that the additional operation costs associated with an indoor pool would be offset by increased use. Another advantage to the indoor pool is staffing. Hiring pool staff can be difficult and pools that have water slides and other features require increased staffing over a standard pool. If the YMCA staff and the City Parks staff combined forces, it may make it easier to find and hire quality personnel to provide adequate supervision.

Some of the main concerns over location 2 were the costs associated with construction. The City would need to purchase land from McCook Public Schools, and there is no guarantee this would be agreed to. The School Board has had similar requests in the past that were denied, i.g., the skate park. The school would also require fair market value for the property, which would drive up the price. The land would also require substantial dirt work to be done, again increasing the costs. Those costs plus the expense of building the pool indoors made this a very expensive project, especially if it were to provide similar water features to an outdoor pool. The engineers also spoke of drainage concerns with the location that may be an ongoing problem.

While this location was very intriguing, the consensus of the group was that this site was very expensive, excessively complicated, and there were far too many additional concerns.

Location 3

Location 3 was suggested by a member of the committee due to its location next to Highway 83 and motels and restaurants. This 7 acre property is located east of McDonald's and the Horse Creek Inn and North of the city cemetery.

The consensus of the group was that this property was not appropriate for a pool, since it is intended for future cemetery expansion. Access was also a concern.

PROPOSED ENGINEERING FIRM

And the Rose Goes To...

One of the committee's major tasks was to interview and select an engineering firm for recommendation to the City Council. This process required contacting engineering firms who have the capacity to do this type of work and setting up times for the committee to interview them. This took place over several evenings.

Four engineering firms and a contracting company were initially selected to present to the committee. Two of these firms had established businesses within the community and two were engineering firms who worked nationally and solely focused their efforts on designing large pool projects.

Over the course of two separate evenings, each engineering firm presented their previous work and discussed the experiences with designing and constructing community pools. All four of the companies had experience designing and constructing pools and had many projects to provide as examples to the committee.

Following the presentations the committee discussed the positives and negatives of each firm. The committee began to lean toward two firms over the others, and it was decided to do an additional answer and question session with two companies before deciding on a firm to recommend. It also came about that one of the other engineering firms that had presented to the group decided to contact another firm with more pool design experience, and this team of two firms were provided an opportunity to present to the committee jointly.

Following the presentations, follow up visits with two of the firms and reference checks, the committee voted to recommend Lamp Rynearson as the engineering firm to the City Council.

Lamp Rynearson presented comprehensive explanations of the process involved with the planning and construction of a new facility. Their experience with pools was very impressive, and the communities that we talked to who had contracted with them previously spoke very highly of their designs and their engagement as the contractors began construction. Lamp Rynearson was the clear consensus selection with a vote of 8-2.

PROPOSED POOL ATTRIBUTES AND FEATURES

Needs and Wants

The pool committee spent a little time discussing the features that a new pool might have. Of course, a big part of which features to include with a new pool project depends on the costs associated with the new pool construction and future staffing requirements and expenses. This said, the pool committee did identify some needs, aided by advice from the engineering firms.

Needs

It would not be appropriate to overstate what is meant by the title 'needs', since everything is negotiable; however, the following should be considered the most practical and expected features of the new pool.

- Zero entry (committee expectation and engineer recommendation)
- Deck shade (committee expectation and engineer recommendation)
- Competition lanes (committee expectation)
- Diving boards (engineer recommendation based on usage)
- Speed water slide (engineer recommendation as a teen favorite)

Wants

Wants are self-explanatory. These features were discussed and found favor among the committee members, but it is understood that only some of the following will be part of the project.

- Lazy river for all ages (relaxation ride that is heavily favored by committee)
- Water slides (curvy slide & family slide)
- Tornado Slide (big bowl you swirl around in and then drop out the bottom)
- FlowRider (surfing, bodyboarding \$\$\$)
- Spray devices (features that spray water)
- Spilling buckets (features the slowly fill with water and then spill out)
- Water showers or falls
- Others (there may be other features we do not know about which may work well)

PROJECTED CONSTRUCTION COSTS

Projected Construction Costs

Attached to this report is a copy of the 2013 Miller & Associates Swimming Pool Evaluation. This evaluation gives insight into projected costs associated with a pool project.

CAPITAL CAMPAIGN

Funding Philanthropy

As with any project such as the construction of a new pool, an important element of the process is raising funds to help support the expenses associated with the project. From the beginning of the process, the pool committee recognized that if the group decided to recommend a new pool, fundraising would be essential to the project's desired outcome.

Communities of a similar size to McCook have run fundraising efforts that have produced donations that dere the costs taxpayers shoulder. The committee understands that the more funds they raise the more water features they can integrate into the construction plans; thus, improving the overall project. The Committee will utilize the expertise of the engineer, the committee members, and the community to assist with fundraising efforts. A fundraising goal the committee discussed was \$1,000,000.

GRANT OPPORTUNITIES

Grants Opportunities to Further Research

City staff has researched a few grants that may be available for pool construction which are included with this report. The pool committee recognizes the importance of maximizing grant income to assist with a pool project. The Civic and Community Center Financing Fund (CCCFF) is a potential grant source. The CCCFF has funds that can be used for planning and engineering. The CCCFF has separate grant funds available for construction related costs. Projects that receive CCCFF grants must be located within the official boundaries of the applicant community. Successful CCCFF applicants must demonstrate substantial community support for the project. A successful applicant must also highlight how the project will enhance the quality of life in the community.

Additionally, CCCFF assisted projects must be owned by the municipality with some limited provisions for shared ownership by an eligible political subdivision. A CCCFF grant cannot account for more than 50% of the total project costs. At a minimum, the local cost share must be 1:1. For communities less than 10,000 in population, the amount of grant funds available for planning and engineering is \$3,000 to \$15,000. For communities with less than 10,000 population, the amount of grant funds available for construction is \$375,000 to \$562,000. The CCCFF grant schedule is as follows: Letter of Intent - Due January 15; Application Due Date – February 15; Anticipated Award Date – March 30; and Contract Term – Two Years. Due to COVID-19, for calendar year 2021, grant funds will be limited to planning and engineering grants.

The Land and Water Conservation Fund (LWCF) also provides matching grants to States and local governments for the development of public outdoor recreation facilities. The pool committee has contacted the Nebraska Game and Parks Commission and have received confirmation that pool projects are eligible for LWCF funding. Fund assistance is restricted to public outdoor recreation facilities located on land owned or controlled by the project sponsor. Additionally, the LWCF Act requires that all Fund-assisted property be used and retained for public outdoor recreation uses in perpetuity. The project sponsor will be required to replace a Fund-assisted property that is converted to other than public park uses, either during or after project completion.

GRANT OPPORTUNITIES CONTINUED

Grants

The project sponsor is required to have their 50% share of the total project costs on hand since sponsors must initially pay for the facilities before requesting reimbursement from the federal government. It is recommended to have all funds on hand to expedite the project.

The Peter Kiewit Foundation is another philanthropic organization that has provided grants for swimming pool projects. Some recent examples of Nebraska communities that have received grant assistance for swimming pool projects from the Peter Kiewit Foundation: Sidney (\$250,000); Schuyler (\$8,250); and Ord (\$150,000). Primary consideration is given to projects that closely align with the foundation's Impact Areas. The Foundation does invest in capital projects. A political subdivision may apply for a maximum of 25% of the total capital improvement project cost. There are no limits on the size of the grant that may be requested. However, while the foundation does consider and has made grant commitments for multiple years, it is not the practice of the Foundation to provide permanent or continuous support for a project. As such, it is important that the applicant demonstrate their ability to sustain the work after the proposed grant period ends.

Locally, the McCook Community Foundation is a potential source for financial assistance. Informally, the McCook Community Foundation has indicated that it believes a pool project is an important way to improve the quality of life for young families living in McCook. The McCook Community Foundation may be willing to consider assisting with funding for the planning portion of the project as well as providing financial support associated with pool construction costs.

This list of potential grants is not exhaustive. Continued research for additional funding sources will continue. It is important for McCook to augment pool related grant revenue in order to assure the pool project doesn't excessively burden the public.

Taxpayer Support

As with any large capital project, taxpayer support will be a necessary component of the swimming pool project. There are two potential tax funding sources available to assist with the project: 1) Property Tax, and/or 2) Sales Tax. Property Taxes are levied based on the determined value of the item being taxed. For residents of the City of McCook, the real estate of property owners is assessed by the Red Willow County Assessor to determine its current value. The City of McCook's current mill levy is \$0.3499. The City of McCook has the authority to raise the mill levy to \$0.45. Based on the valuations established for Fiscal Year 20/21, increasing the City of McCook's mill levy to the maximum allowable rate would generate approximately \$434,660 in additional Ad Valorem Tax revenue.

The downside to this type of mill levy adjustment is that it would limit the City of McCook's ability to fund other future general fund needs through Ad Valorem Tax adjustments, many of those needs being critical to the citizens' comfort and safety.

As for Sales Tax, the City of McCook's citizens have enacted a Local Option Sales Tax at the rate of 1.5%. The City of McCook uses 5/6th of the collected sales tax revenue for the following purposes: 1) property tax abatement; 2) debt reduction; 3) capital projects; and 4) capital outlay. The additional 1/6th of collected sales tax revenue is appropriated for the City of McCook's LB 840 Program.

There is a concern that if the City of McCook's current Local Option Sales Tax is committed to the swimming pool project, the stated goals listed above will be hurt. There is another possibility. The State of Nebraska has granted local municipalities the authority to increase its Local Option Sales Tax for specific improvement projects. Under this legislation, municipalities can increase their Local Option Sales Tax rate from 1.5% to 2%.

CITY TAXPAYER SUPPORT AND OPERATIONAL LIABILITIES

Taxpayer Support

For the Local Option Sales Tax rate to be modified from 1.5% to 2%, a vote of the citizens of the City of McCook would be required. If the vote were in the affirmative, the increased Local Option Sales Tax would extend for a period not to exceed 10 years. At the end of 10 years, the additional .5% would sunset and the sales tax rate would revert to 1.5%.

It is anticipated that increasing the Local Option Sales Tax by .5% would generate approximately \$4,000,000 to \$5,000,000 over 10 years. During discussions, the pool committee preferred the second local funding option (ie. increasing the Local Option Sales Tax from 1.5% to 2%). The Local Option Sales Tax increase would allow the City of McCook to continue operating its general fund as it does currently, assuring essential services are not sacrificed. Additionally, the swimming pool project will benefit citizens from the entire Southwestern portion of Nebraska. By securing funding through the Local Option Sales Tax, everybody that frequents the City of McCook's pool will contribute to funding the project.

Projected Operational Costs

The budgeted Fiscal Year 20/21 expenses for the City of McCook's current swimming pool is \$100,000. A new pool that requires additional staffing and up keep will result in higher annual costs. Those costs will be fully examined during the planning process.

ATTACHMENTS

Miller and Associates Pool Swimming Pool Evaluation

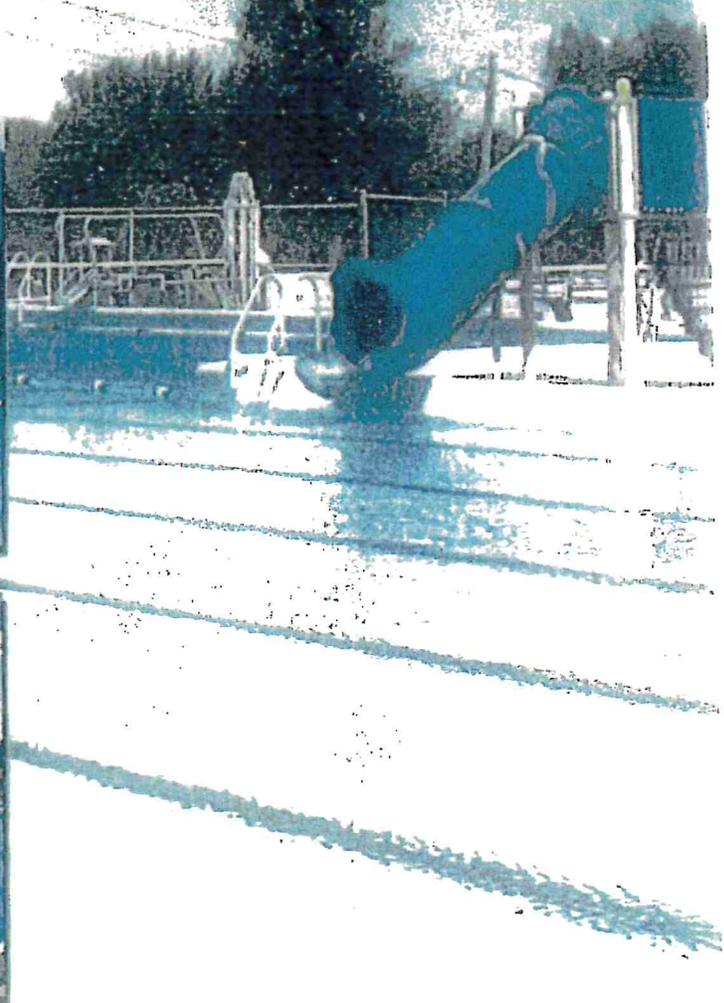
In January 2013, the City of McCook retained Miller & Associates Consulting Engineers to complete an evaluation of the existing swimming pool facility. The completed report is attached

Community Pool Questionnaire

At the City Councils 2020-2021 fiscal year budget session, council members requested that a questionnaire be sent to other communities concerning their recently approved and/or completed pool projects. A questionnaire was sent to several communities in the area and throughout the state. The communities that returned the questionnaire are attached.

Swimming Pool Evaluation

City of McCook, Nebraska



Office Locations
Kearney
Holdrege
Grand Island
McCook
Colby, KS



Prepared By:



Miller & Associates
CONSULTING ENGINEERS, P.C.

1111 Central Avenue
Kearney, NE 68847
(308) 234-6455

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SECTION 1. EXECUTIVE SUMMARY

In January 2013, the City of McCook retained Miller & Associates Consulting Engineers, P.C. to complete an evaluation of the existing swimming pool facility. Miller & Associates met with City staff at the swimming pool facility to compile any known deficiencies of the swimming pool and bathhouse. A visual inspection was completed on the swimming pool tub, decks, fences, bathhouse and mechanical equipment.

The following *Table ES-1 - Existing Swimming Pool Deficiencies* summarizes the perceived deficiencies of the pool and bathhouse.

TABLE ES-1
EXISTING SWIMMING POOL AND BATHHOUSE DEFICIENCIES

1.	Recirculation system for the large pool, medium pool and baby pool is not adequate to meet current standards and regulations
2.	The rapid sand filter troughs are deteriorating and filter is at end of useful life
3.	Deck equipment is old and needs to be replaced with modern equipment
4.	The pools do not comply with current American Disabilities Act (ADA) requirements
5.	Pool walls and floors have crevices and holes which could be hazardous to bathers
6.	Bathhouse doors on pool side need to be replaced
7.	Flooding of deck occurs between bathhouse and medium pool
8.	Cracks in bathhouse blocks
9.	Bathhouse does not comply with current ADA requirements
10.	ADA designated parking spaces are required at the swimming pool

There are 10 deficiencies listed in *Table ES-1* for the pool and bathhouse. The recirculation system is not adequate to meet current regulations or design standards. The filter is at the end of its useful life and needs to be replaced. None of the pools meet current American Disabilities Act (ADA) requirements. The baby pool will have to be replaced to comply with current ADA requirements (wading pools are required to have a sloped entry to the deepest part of the wading pool).

Some bathhouse modifications are required to comply with ADA regulations. Counter heights need to be adjusted and benches modified to meet ADA requirements. The ramps from the dressing rooms to the pool need to be replaced and reconstructed at the required slope. ADA compliant showers will need to be installed or existing showers modified to comply with ADA requirements.

The existing pool tub is also showing signs of over 75 years of use. Many modern pools have zero entry with play features for all ages of swimmers. The recirculation system in the existing swimming pool only provides approximately 50% of what is required by today's standards and Nebraska regulations.

Table ES-2 - Preliminary Engineer's Opinion of Probable Construction Cost, Deck Equipment and ADA Requirements for Swimming Pools and Bathhouse presents the City with an option to modernize the existing swimming pool facility. The project addressed remodeling the bathhouse to address ADA access, replacement of the existing pool filter with a new pressure sand filter, ADA access for the medium pool and large pool, and replacement of deck equipment. The pool tub resurfacing is included with this project.

**TABLE ES-2
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST,
DECK EQUIPMENT AND ADA REQUIREMENTS FOR SWIMMING POOLS AND BATHHOUSE**

1.	Replace Existing Pool Filter with New Pressure Sand Pool Filter and Modifications to Piping in Mechanical Building	\$50,000
2.	New Chlorinator, Chemical Controller, New Diving Stands and Diving Boards, New Pool Ladders, New Life Guard Chairs, ADA Lifts	\$230,000
3.	Sandblast, Repair Pool Walls and Floor, and Paint Pool Tub	\$220,000
4.	Remodel Bathhouse to Comply with ADA	\$100,000
5.	Site Work	\$75,000
6.	Contingencies (20%)	\$135,000
Subtotal Construction		\$810,000
7.	Engineering, Architectural, Subsurface Geotechnical Investigation, Construction Observation, Testing, NHHS Review Fee and Legal	\$138,000
TOTAL PROJECT COST		\$948,000

Projects in *Table ES-2* do not address the recirculation rate of the pools or separate the recirculation system for each pool. To address the recirculation rate to meet current Nebraska Department of Health and Human Services (NDHHS) design standards, major construction would be required on the pools. New pump, additional filters, and pipe replacement would be required. Individual pool recirculation systems may be required by NDHHS for each pool. The wading pool may be required to be replaced to meet ADA requirements for access if improvements on the recirculation system are completed. If these improvements are requested to be included as an option, we can develop preliminary opinions of probable construction cost.

Table ES-3 - Preliminary Engineer's Opinion of Probable Construction Cost, Build a New Swimming Pool and Bathhouse of Equal Size illustrates the costs to replace both the swimming pool and the bathhouse of equal size to the existing facility.

**TABLE ES-3
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST,
BUILD A NEW SWIMMING POOL AND BATHHOUSE OF EQUAL SIZE**

1.	Proposed Pool with Zero Entry, Racing Lanes, Diving Board and Shade Areas (Water Surface Area 13,080 S.F.)	\$3,270,000
2.	Construct ADA Compliant Bathhouse & Pool Equipment Mechanical Room (Area 2570 S.F.)	\$642,500
3.	Site Work	\$83,000
4.	Pool and Bathhouse Demolition	\$100,000
5.	Contingencies (5%)	\$205,000
Subtotal Construction		\$4,300,500
6.	Engineering, Architectural, Subsurface Geotechnical Investigation, Construction Observation, Testing, NHHS Review Fee and Legal	\$597,000
TOTAL PROJECT COST		\$4,897,500

The new facility would be designed to meet current design standards and ADA regulations for access. The size of the new facility is based on the current size of the existing facility. The new facility could be larger or smaller, which would influence the costs reflected in this study.

Based on area loading, all of the existing pools are capable of a maximum bather load of 815 patrons. The existing bathhouse is limited to a maximum number of patrons to 200, based on fixtures. The City staff has indicated that there is typically a maximum of 150 patrons at any one time in the swimming pool. It is noted the pool area seems to be in excess of the bather load.

Table ES-4 - Preliminary Engineer's Opinion of Probable Construction Cost, Build a New Swimming Pool and Bathhouse of Alternate Size illustrates the costs to replace both the swimming pool and the bathhouse for a bather load of 400 patrons.

TABLE ES-4
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST,
BUILD A NEW SWIMMING POOL AND BATHHOUSE OF ALTERNATE SIZE

1.	Proposed Pool with Zero Entry, Racing Lanes, Diving Board and Shade Areas (Water Surface Area 8,000 S.F.)	\$2,000,000
2.	Construct ADA Compliant Bathhouse & Pool Equipment Mechanical Room (Area 3360 S.F.)	\$840,000
3.	Site Work	\$83,000
4.	Pool and Bathhouse Demolition	\$100,000
5.	Contingencies (5%)	\$151,000
Subtotal Construction		\$3,174,000
6.	Engineering, Architectural, Subsurface Geotechnical Investigation, Construction Observation, Testing, NHHS Review Fee and Legal	\$466,000
TOTAL PROJECT COST		\$3,640,000

The difference from *Table ES-3* and *Table ES-4* is the size of the swimming pool and bathhouse. *Table ES-3* is a new pool based on the same area of all the existing swimming pools currently located in the facility.

When comparing the rehabilitation options to the new construction option, one feature that the rehabilitation options do not include is the zero entry into the swimming pool. A zero entry option could be included in lieu of a new baby/wading pool which would also help address ADA access requirements.

SECTION 2. INTRODUCTION

The City of McCook population is 7,698, according to the latest U.S. Census data. Due to the condition of the swimming pool, the City has initiated a Municipal Swimming Pool Evaluation of the existing facility to be performed by Miller & Associates.

This report will evaluate the condition of pool tub, deck equipment, pool deck, fence enclosure and the bathhouse. The mechanical equipment used to treat the pool water will also be evaluated. Current American Disabilities Act (ADA) requirements and Nebraska Department of Health and Human Services (NDHHS) requirements for swimming pool and bathhouse facilities were considered as the standards for this project.

The City of McCook swimming pool is located in Kelly Park. The swimming pool was constructed in 1937 as a public works project under the Work Progress Administration (WPA) program. *Figure 1 – Aerial Location Map of Existing Swimming Pool* shows the location of the McCook Public Swimming Pool. Site visits were conducted to collect information on the swimming pool and bathhouse facilities. The swimming pool was toured when it was unoccupied, and when the pool was in operation during the summer of 2013. Staff and City personnel were interviewed to identify deficiencies with the facility. The NDHHS office in Lincoln was also contacted for facility information, and files were researched electronically to obtain background and current information regarding the City of McCook swimming pool. The City provided information on the latest improvements completed on the facility in 2002–03.

The McCook community swimming pool was originally constructed in 1937 as a WPA project as noted above. Three pools and the bathhouse were constructed. The three pools are referred to as the baby pool, medium pool and large pool. The bathhouse has a shower and changing area for men and women, and an office area.

A large pool addition was completed in 1968. The addition modified the large pool into a six-lane 50-meter swimming pool. The original large pool before this addition was an 8-lane for 25-meter swimming pool. The addition gave the City an option when hosting swim meets to have either long course (50-meters) or the short course (25-meters) races.

Figure 2 – Existing Swimming Pool Layout illustrates the existing layout of the pool facility.

SECTION 3. EXISTING SWIMMING POOL

The existing pool, as previously noted, consists of three separate pools. The baby pool, medium pool and large pool all share the same recirculation system. The recirculation system consists of scum gutters, post skimmer in the baby pool, main drains, return piping, rapid rate sand filter and chlorination system. Pool water is not heated by a boiler or other means, so the pool water temperature is dependent on the amount of sunshine and ambient air temperature.

Current NDHHS regulations and design standards require each swimming pool to have its own recirculation system. The recirculation systems are to be sized to turnover the water in each pool at a specific time based on the water depth. The wading pool for example is required to turnover the water every hour. Pool water depths of 2 to 3 feet are to turn the water over every 2 hours. Water depths of 3 to 5 feet are turned over every 4 hours, and water depths greater than 5 feet are turned over every 6 hours. For pools with varying water depths, the recirculation rate is calculated by summing the required flow rates for each depth portion.

The baby pool volume has been estimated to be 6,100 gallons. The required recirculation rate to turn the baby pool over every hour is approximately 100 gpm. The medium pool has an estimated pool volume of 50,500 gallons and required recirculation rate of 320 gpm. The large pool has a volume just under 380,000 gallons and required turnover rate of 1,408 gpm. Based on current regulations a recirculation system would be required to have a capacity of 1,828 gpm. The existing recirculation system has a capacity of 870 gpm, or approximately 47.6% of the current regulation requirements.

The improvements to the facility 12 years ago included improvements to the recirculation system, deck removal and replacement and replacement of the perimeter fencing. Scum gutter piping and return piping was replaced under the deck. The scum gutter piping was replaced outside the pool wall and reconnected to existing 2" cast iron drain pipes from the scum gutter drains. The 2" pipes were connected to the new 4" or 6" PVC scum gutter collection lines that are routed back to the mechanical building. The treated return water piping was replaced around each pool. New inlets were installed on two sides of the medium pool.

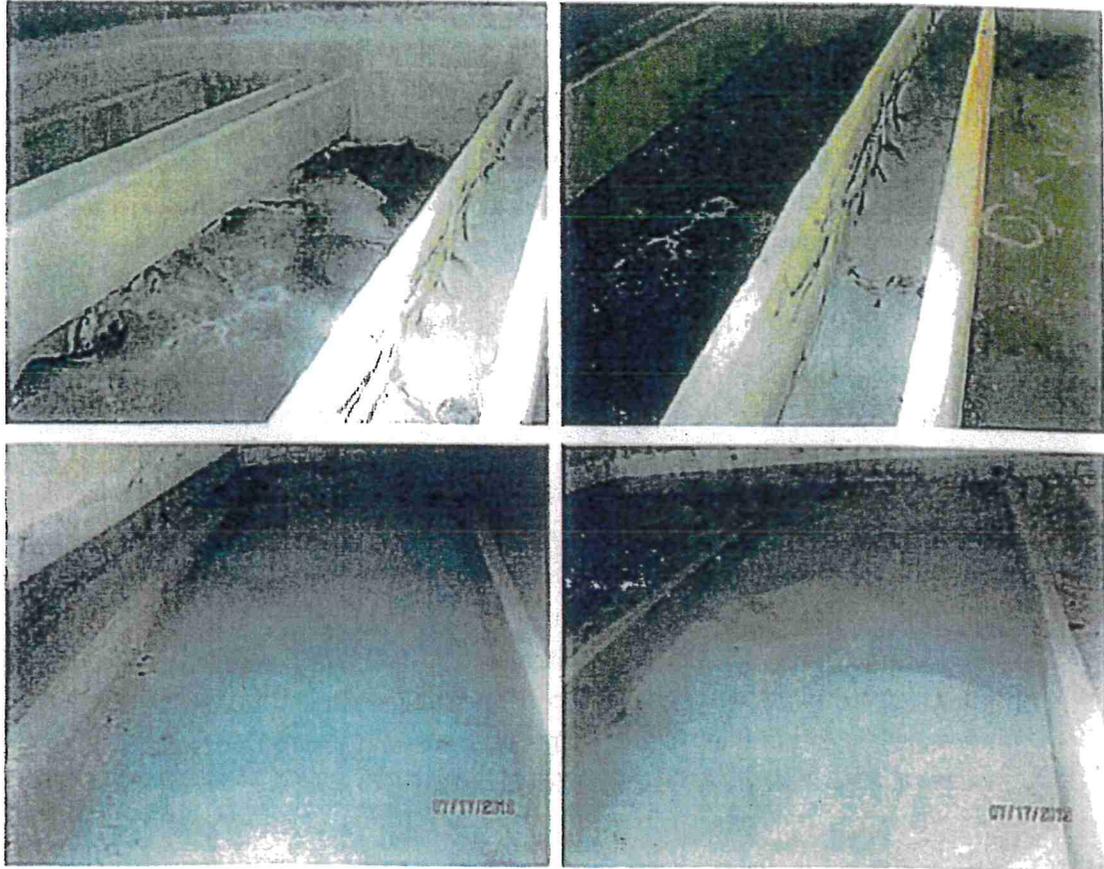
Valves located in the mechanical building and the 6" valves on scum gutter collection system located west of the mechanical building were also replaced. Main drain piping was not replaced or improved at the time of these 2002-03 improvements.

Improvements to the baby pool included replacement of inlet piping, new valves and piping to the large pool scum gutter collection piping system. A new water meter and meter pit was installed on the wading pool supply piping to regulate the amount of water being supplied to the baby pool. This improvement allowed the pool operator to verify the amount of water being supplied to the baby pool. The deck in the area of the meter pit is cracked, however there has not been any differential separation of the concrete. Current regulations require the baby (wading) pool water to be turned over every hour.

Water loss other than filter back wash cycles is minimal, according to staff. The replacement of the recirculation piping has improved flow and minimized water loss. Staff indicated sand appears intermittently in the medium swimming pool inlets near the bathhouse side of the pool.

The pool water is filtered through a rapid sand filter system. The rapid sand filter was a common form of filtration when the swimming pool was originally constructed in 1937. There are few rapid sand filter systems still in operation at swimming pools in Nebraska. **Photo Series 1 - Filter** illustrates the filter system. The filter is housed in the mechanical building, and is showing its age. The concrete troughs located above the sand in the filter are showing signs of their 75 plus years of operation. The concrete troughs are spalling and exposing the concrete reinforcing which is rusting.

PHOTO SERIES I – FILTER



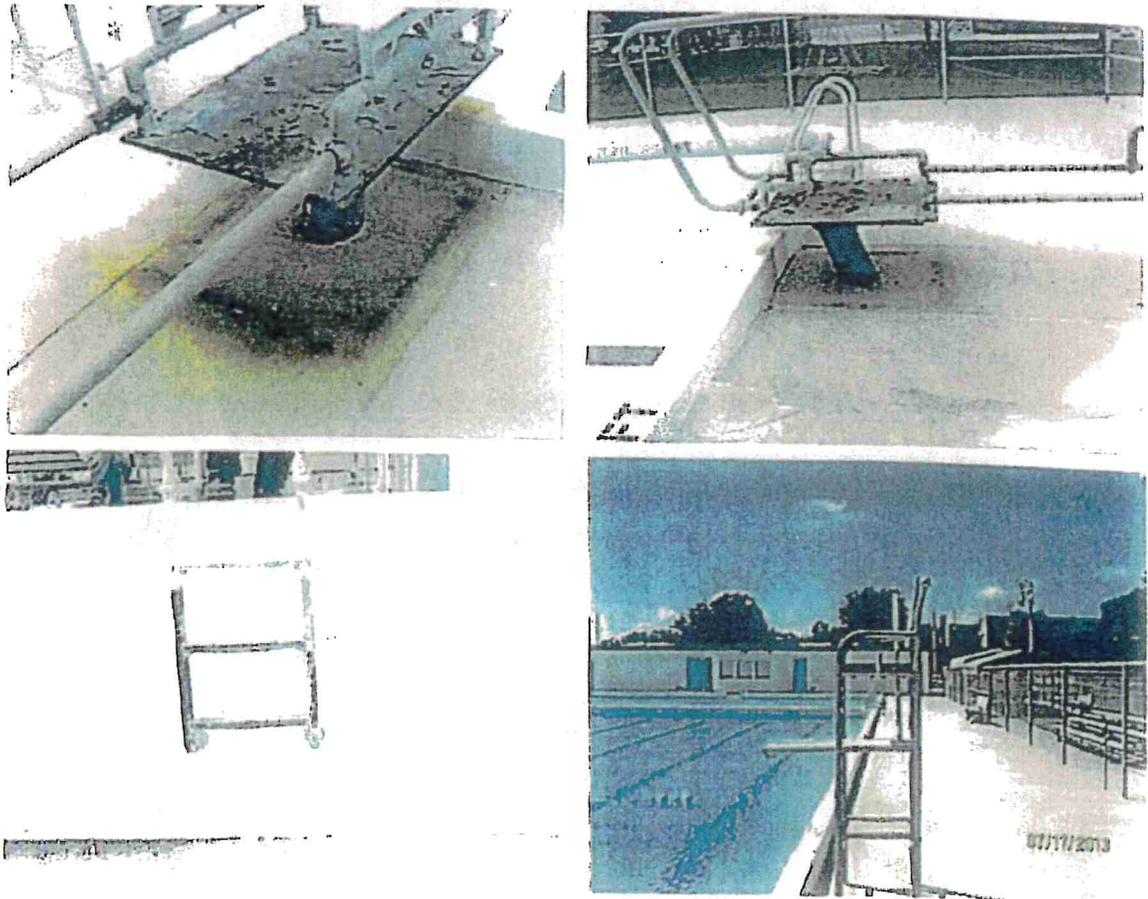
The upper two photos show the condition of the trough and sand when the filter was empty. The lower two photos show the filter while in operation. The manager has indicated that people comment on how clear the pool water is when they are swimming.

The filter has a bed of approximately 18 feet by 24 feet. The filter is rated for 870 gpm. Based on the surface area of the filter and the flow rate of 870 gpm, the filter load capacity is approximately 2 gpm/ft². This is a typical load rate for a rapid sand filter. The back wash rate of the filter is 1,620 gpm or approximately 3.75 gpm/ft². Based on current designs of rapid sand filters, the back wash rate should be approximately 8 to 12 gpm/ft². Typical back wash of a rapid sand filter is 3 to 5 minutes. The filter is backwashed about every 5 to 10 days. The water loss during a 5 minute back wash is approximately 8,100 gallons. As previously noted, a recirculation rate of 1,828 gpm is required to meet current regulations. This implies the current design standards cannot be obtained with the existing filter system.

The chlorination system is a PPG calcium hypochlorite tablet feeder. Water is run through the chlorinator that erodes the calcium hypochlorite tablets and feeds into the water that enters the filter. The chlorine concentration is regulated in the pool by the amount of water that is run through the chlorinator. The chlorine concentration is monitored several times a day in each of the pools to verify the correct free chlorine is maintained in the pools.

Deck equipment appears to be original equipment. The life guard chairs and ladders appear to be galvanized steel finish with some ladders rusting. The diving stands super structure is showing signs of rust and appears to be original equipment from when the pool was first constructed. Staff indicated one of the diving stands was lowered from 3 meters to 1 meter above the water surface. The reason was not known, but it is common that diving boards are lowered from 3 meters to 1 meter because of liability insurance cost. *Photo Series II – Deck Equipment* are some pictures of the diving stands, life guard chairs and pool ladder. Rust is evident on the deck equipment shown in the pictures in *Photo Series II*.

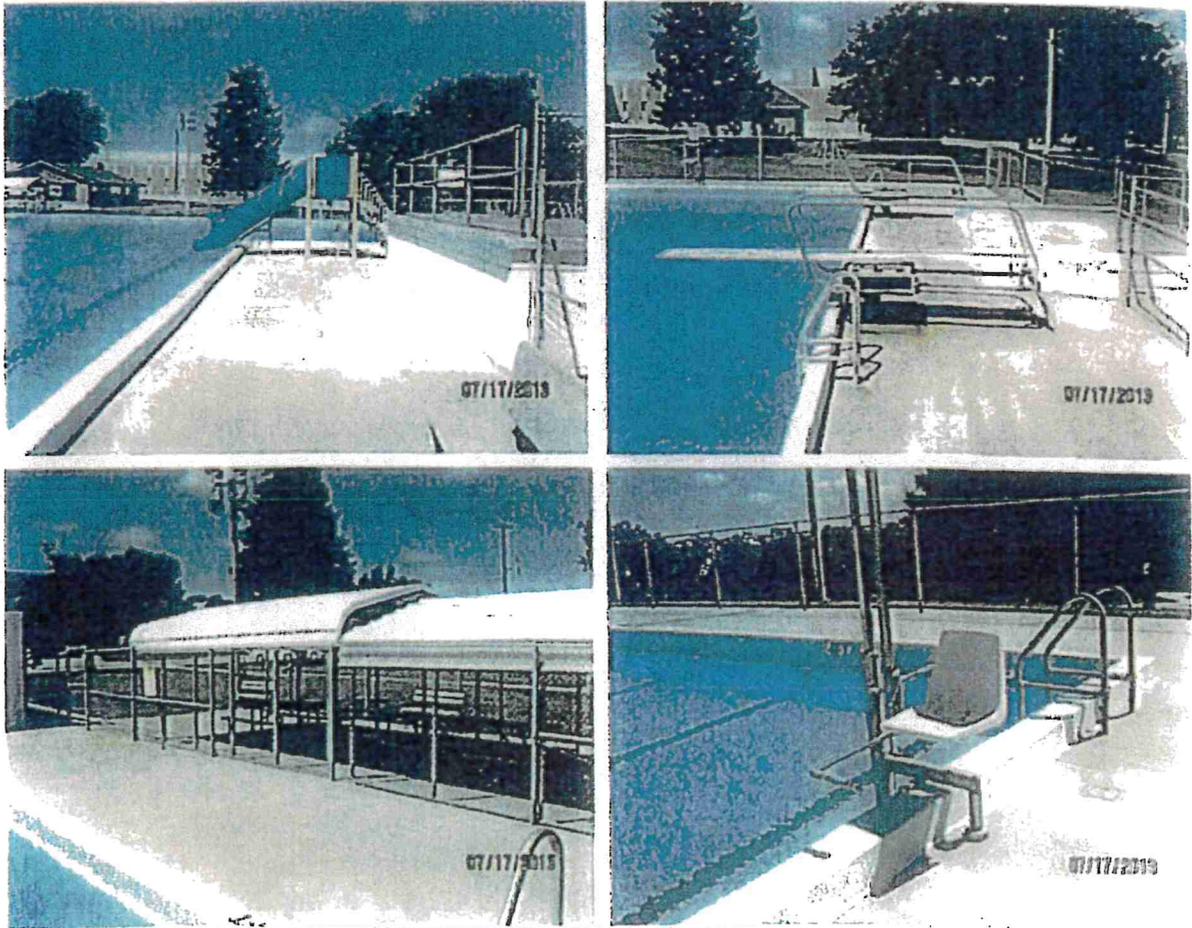
PHOTO SERIES II – DECK EQUIPMENT



The deck and fence around the swimming pool is in fair shape. There have not been very many pipe repairs since the piping and deck was replaced. The deck near the water meter pit for the baby pool is cracked as noted earlier, but there has not been any differential separation in the concrete deck. The deck between the bathhouse and medium pool has some drainage issues when there is a rain event. The bathhouse roof discharges to the deck and then runoff is directed to each side of the bathhouse. Flooding of the deck has occurred with intense rain events. The fence that encloses the swimming pool and baby pool is in good repair.

Photo Series III – Pool Features shows the drop slide and diving boards. The drop slide is located at the “L” part of the large pool where the long course and short course swim lanes meet. The diving boards are located at the deep end of the large swimming pool. The deep end appears to meet current regulation water depth requirements for a 1-meter diving board, based on field measurements.

PHOTO SERIES III – POOL FEATURES



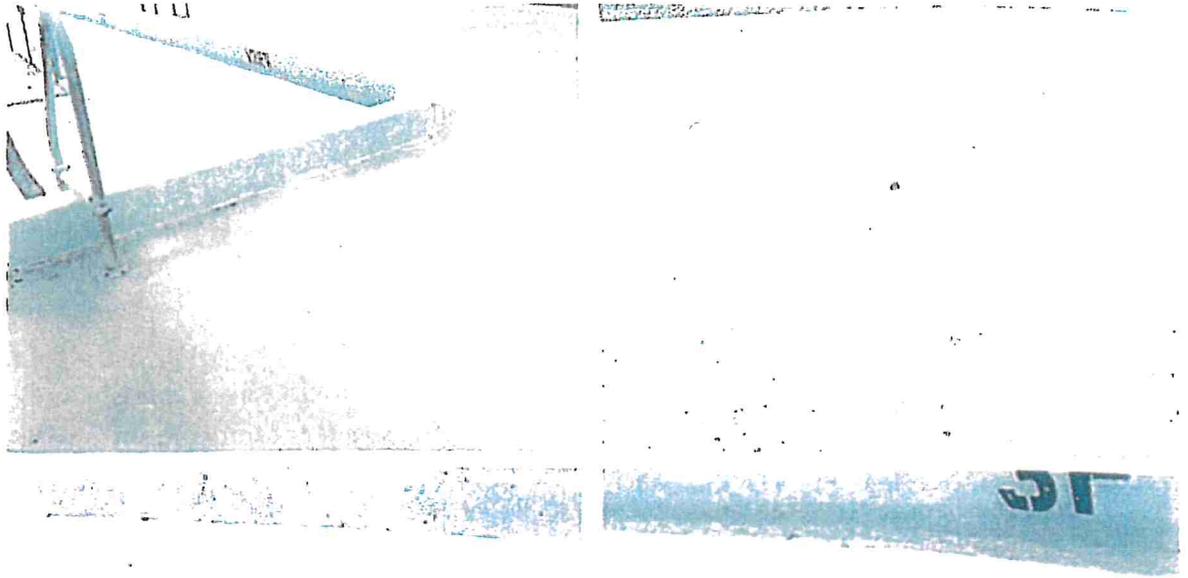
Shade structures have been installed so patrons can seek relief from the sun. The pool shade area was increased in 2012 with a grant that was obtained by the City and County through the "Pool Cool" program. The shade structures are shown in a photo illustrated in **Photo Series III – Pool Features**.

ADA requirements for swimming pools that have more than 300 linear feet of pool wall shall provide a minimum of two accessible means of entry. Acceptable means of access are a lift, sloped entry, transfer walls, transfer systems or pool stairs. Primary means of access are a lift or sloped entry. A primary means of access is required in all swimming pools and the second means of entry if required can be any of the noted means of access. Wading (baby) pools are required to have sloped entries to the deepest part of the wading pool.

The lift provided in the large pool at the shallow end of the long course swim lanes is available for patrons needing assistance to access the swimming pool. **Photo Series III – Pool Features** show a photograph of the lift installed in the large pool. The large pool will require another lift or other acceptable means of access to meet current ADA requirements. The medium pool requires a primary means of access as noted above to comply with current ADA regulations. The baby pool requires a sloped entry to meet ADA requirements.

The pool structure is in fair condition. There are not a lot of visible cracks in the pool walls or floors. The pool walls and floor had a lot of "bug" holes and a rough concrete surface. **Photo Series IV – Pool Structure** shows the condition of the pool walls and floors. Painting can be difficult when trying to fill all the holes and crevices in the pool walls and floors. The top of the wall is approximately 12 inches above the deck. This style of construction was common when the pool was constructed. Most pools at present are constructed so the deck is nearly the same level as the water.

PHOTO SERIES IV – POOL STRUCTURE



SECTION 4. EXISTING BATHHOUSE

The bathhouse was originally constructed in 1937 and was identified as a historical building. Major remodeling of the bathhouse occurred in 2002. The project involved preservation of the front wall and approximately 1/3 of each side wall. The floor, roof, remaining 2/3 of side walls and back wall were completely removed when the bathhouse was remodeled.

Photo Series V – Bathhouse Front Exterior illustrates the front side of the bathhouse. The block construction of the building was common during this period. The front of the bathhouse is not showing signs of failure at the time of this report.

PHOTO SERIES V – BATHHOUSE FRONT EXTERIOR

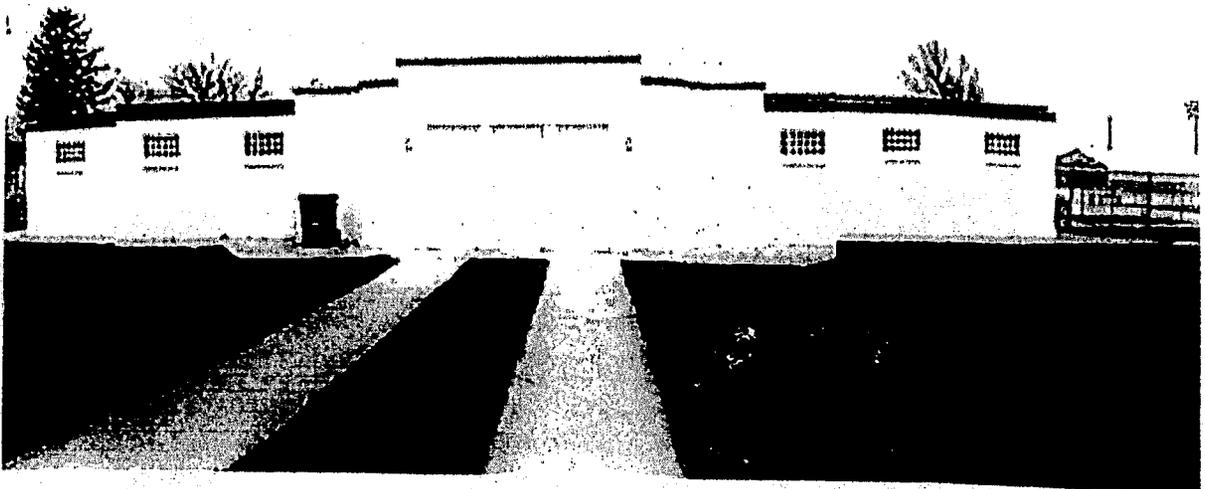


Photo Series VI – Bathhouse Back Exterior show back side of the bathhouse. Top two photos show the pool side of the bathhouse. The bottom two photos are a close-up the east corner of the bathhouse and a close-up of the west women’s dressing room exit to the pool. The hollow core metal doors are rusting and beginning to fail. The corner of the bathhouse wall is cracking as illustrated in the lower left photo.

PHOTO SERIES VI –BATHHOUSE BACK EXTERIOR

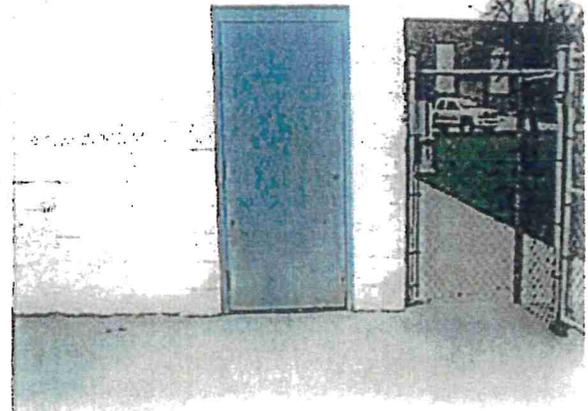
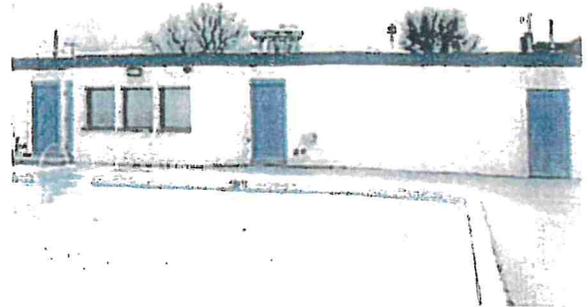
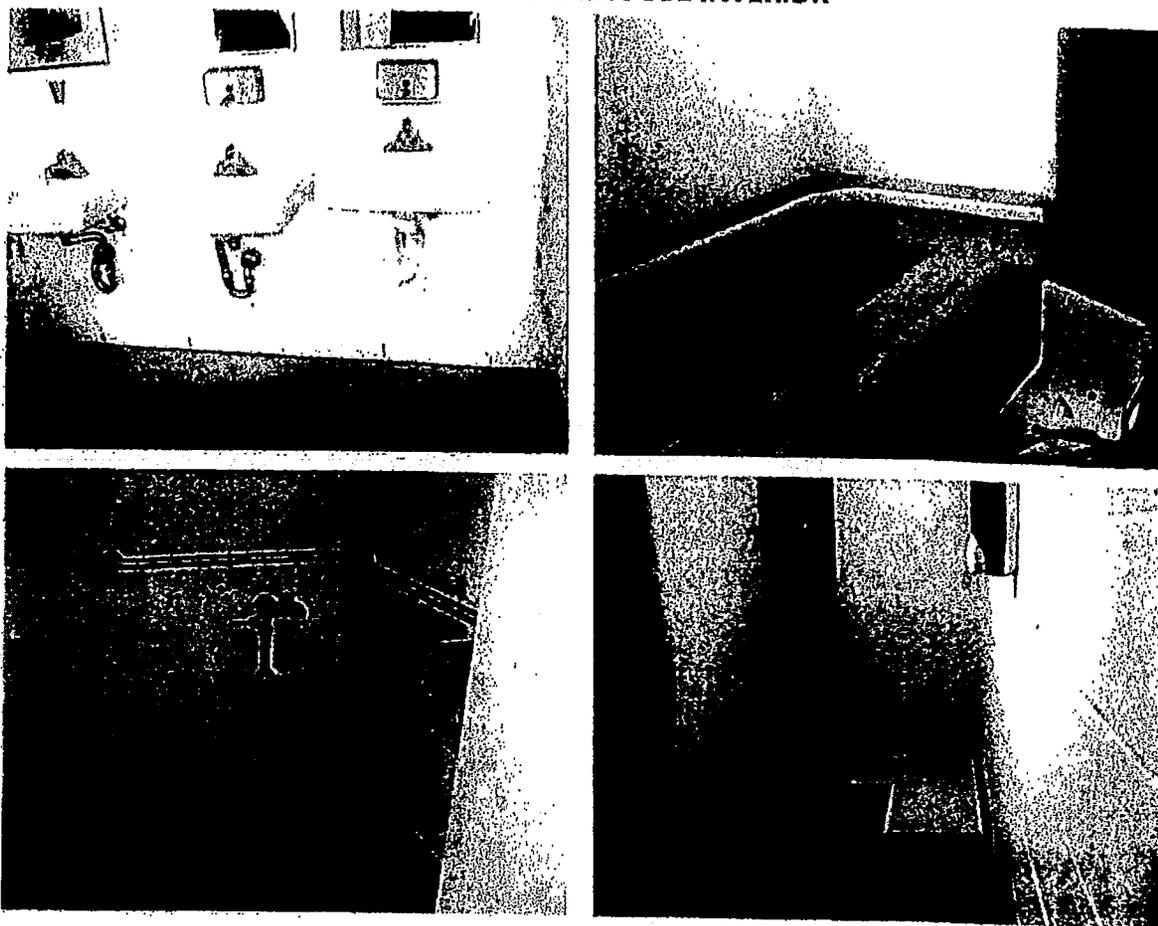


Photo Series VII – Bathhouse Interior illustrates the interior of the bathhouse. The sinks are shown on the top left picture and two of the sinks do not have the pipes properly covered to meet ADA requirements. The top right picture shows the dressing area and bench. The benches were recently painted and there are issues with the paint on the seat surface. The bottom pictures show a toilet and an ADA shower. The toilet is floor mounted and is hard to keep floor clean between the wall and backside of the toilet.

PHOTO SERIES VII – BATHHOUSE INTERIOR



The bathhouse does not meet current ADA requirements. Concession stand counters will need to be modified to make the counter height comply with current ADA heights. The shower area of both the men's and women's side of the bathhouse will require modification or installation of an ADA shower. The benches will require modification in the dressing rooms to meet ADA requirements. The exit ramp to the pool from the dressing rooms will require modifications. A ramp will need to be installed on the pool side to the concession stand.

SECTION 5. PERCEIVED FACILITY DEFICIENCIES

The perceived deficiencies in the existing swimming pool and bathhouse are identified in *Table 1 - Existing Swimming Pool and Bathhouse Deficiencies.*

TABLE 1
EXISTING SWIMMING POOL AND BATHHOUSE DEFICIENCIES

1.	Recirculation system for the large pool, medium pool and baby pool is not adequate to meet current standards and regulations
2.	The rapid sand filter troughs are deteriorating and filter is at end of useful life
3.	Deck equipment is old and needs to be replaced with modern equipment
4.	The pools do not comply with current ADA requirements
5.	Pool walls and floors have crevices and holes which could be hazardous to bathers
6.	Bathhouse doors on pool side need to be replaced
7.	Flooding of deck occurs between bathhouse and medium pool
8.	Cracks in bathhouse blocks
9.	Bathhouse does not comply with current ADA requirements
10.	ADA designated parking spaces are required at the swimming pool

When evaluating the list of existing swimming pool and bathhouse deficiencies in *Table 1*, there is a need of major improvements for the facility. Preliminary engineer's opinion of probable construction costs are presented for identified improvements.

5.1 SWIMMING POOL

The large, medium and baby pool recirculation system is not adequately sized to provide turnover rate to meet current regulations and standards. Current regulations require separate recirculation systems for each pool. Recirculation rates were commonly designed to be approximately one pool volume every 8 hours. Current regulations require a recirculation rate of approximately 3.56 hours for a combination of all the pools. The current recirculation rate provides less than half of the required recirculation rate that is required by current design standards. The recirculation system has been "grandfathered",

since the facility was constructed prior to the adoption of Nebraska Public Swimming Pool Design and Construction Standards (effective September 14, 2010).

The filter troughs in the rapid sand filter are beginning to fail. Concrete is spalling and cracking. Reinforcing is also rusting in the concrete troughs. The filter has served the pool well for over 75 years but is near the end of its useful life. A high-rate sand filter could replace the existing rapid sand filter. The size of filter required to meet current recirculation rate of 870 gpm is a 108-inch pressure sand filter tank with associated piping. To meet the current design standard recirculation rate of 1,828 gpm, a bank of either three 84-inch filters or a bank of two 108-inch filters are required.

To increase the recirculation rate to current design standards, the recirculation system will have major modifications required to handle the additional flow. The main drains will need to be evaluated for the new recirculation rate. Main drain piping will have to be replaced with larger diameter pipe to have capacity for the new recirculation rate. All return piping, inlets will need to be evaluated.

Inlet piping will have to be replaced and additional inlets may need installed in pool walls to have proper capacity for the additional flow. In lieu of upgrading the recirculation pipes and existing inlets, an alternative stainless steel gutter system could be designed and installed on top of the pool walls. The gutter system acts as the return inlet piping and skims the water surface. The top part of the pool wall would be cut off and the gutter system installed at water level in the pool. The water depth in the pools will not be changed by the installation of a stainless steel gutter system.

Upgrading the recirculation system will either require replacing the inlets and inlet piping or installing the stainless steel gutter system. The upgrade will require removal and replacement of a portion of the deck around the pools. Pool ladders, lifeguard chairs and diving stands will be replaced with the new deck. Deck drainage between the bathhouse and medium pool will be addressed by installing deck drains and discharge piping.

The City recently had plans to install a larger flume slide. The Nebraska Department of Health and Human Services (NDHHS) informed the City that a separate recirculation would have to be installed at the slide to meet current recirculation rate requirements for flume slide plunge pools. The recirculation rate required for flume slide plunge pool is to turn the volume of water over every hour. Typical flume slide plunge pools are 15 feet wide by 20 feet long by at least 3 ½ feet deep. Based on this volume of water the required recirculation

rate is approximately 131 gpm. The current pump is operating at approximately 870 gpm so the plunge pool area requires approximately 15% of the recirculation pump capacity.

ADA implemented revised standards for swimming pool facilities. Accessible access is required for all swimming pools. The large swimming pool is required to provide at least two accessible accesses. There is an existing lift in the large pool, however a second lift or other acceptable accessible access will need to be installed to comply with current ADA requirements. The medium pool would require a lift be installed to conform to the ADA requirements. The baby pool requires accessible access as a sloped entry to the deepest part of the pool. The sloped baby pool entry would not be required unless major improvements are planned for the baby pool.

Pool walls and floors are rough and have some bug holes. The paint needs to be removed from the pool walls and floor. The walls and rough areas of the floors should be filled with a concrete grout to smooth rough areas. The holes would also be filled with the grout. The final step is to apply an epoxy paint system to protect the concrete walls and floors of the swimming pools.

5.2 BATHHOUSE

The bathhouse was rebuilt in 2002-03. There is some block cracking apparent on one corner of the bathhouse but overall the structure appeared structurally adequate. The changing room doors for the men and women dressing rooms and office door are rusting and need to be replaced. There are some ADA issues with the bathhouse. Counters need to be lowered to meet current height requirements. The exit ramp to the pool side needs to be replaced and additional ramps located outside on the deck will need to be installed to meet ADA requirements. Benches inside the dressing rooms will need modified to meet current requirements of ADA. Showers will need to be modified for accessibility, or new showers installed in the men's and women's dress rooms.

Currently there is not an ADA parking stall designated at the pool. It appears that one of the stalls near the bathhouse could be designated as ADA parking. Signage and painting of the stall would need to be done to comply with ADA requirements.

5.3 IMPROVEMENT OPTIONS

To allow the City to consider their options with economic values, a new pool was estimated with a shallow area, zero entry, racing lanes, a diving board and a shaded area with

approximately the same water surface area of all of the pools and same size bathhouse. This opinion of probable construction cost is presented in *Table 2 - Preliminary Engineer's Opinion of Probable Construction Cost, Build a New Swimming Pool and Bathhouse of Equal Size*. The bathhouse and pool facility will conform to the new standards such as ADA and NDHHS requirements.

TABLE 2
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST,
BUILD A NEW SWIMMING POOL AND BATHHOUSE OF EQUAL SIZE

1.	Proposed Pool with Zero Entry, Racing Lanes, Diving Board and Shade Areas (Water Surface Area 13,080 S.F.)	\$3,270,000
2.	Construct ADA Compliant Bathhouse & Pool Equipment Mechanical Room (Area 3000 S.F.)	\$750,000
3.	Site Work	\$83,000
4.	Pool and Bathhouse Demolition	\$100,000
5.	Contingencies (5%)	\$210,000
Subtotal Construction		\$4,413,000
6.	Engineering, Architectural, Subsurface Geotechnical Investigation, Construction Observation, Testing, NHHS Review Fee and Legal	\$610,000
TOTAL PROJECT COST		\$5,023,000

The cost of a new pool will vary based on the desired size and amenities. The preliminary costs presented can be refined through the next phases if the City elects to construct a new facility. The pool layout and bathhouse floor plan can be developed based on the City's needs and more accurate opinions of cost could be developed.

The maximum patron loading for a swimming pool facility is computed based on area loading or bathhouse fixture requirements. Area loading is based on water surface area. The water surface area is divided into shallow area and deep area within the swimming pool. Shallow area is water depths less than five feet and deep area is where the water depth is greater than 5 feet. The large pool area loading is 622 patrons, The medium pool area loading is 152 patrons, and the baby pool area loading is 41 patrons. The total bather load for the McCook City pool facility is 815 patrons. The maximum bather load based on bathhouse fixtures is 200 patrons. The City has estimated there are a maximum of 150 patrons at any one time on a typical day.

The surface area of the McCook Swimming pool facility is approximately 13,080 square feet. This is a very large pool surface area compared to what communities have recently constructed. Since the maximum number of bathers visiting the pool is 150, a smaller swimming pool was considered for replacement cost analysis. We have presented a "T" shaped pool facility as an option, which has a water surface area of 8,000 square feet. The pool had 6-lanes, 25-meters long with a plunge pool for 2 flume slides and a zero entry area for water play. The pool was designed for a bather load of 400 patrons. The bathhouse and mechanical room was approximately 3,360 square feet. This opinion of probable construction cost is presented in *Table 3 - Preliminary Engineer's Opinion of Probable Construction Cost, Build a New Swimming Pool and Bathhouse of Alternate Size.*

TABLE 3
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST,
BUILD A NEW SWIMMING POOL AND BATHHOUSE OF ALTERNATE SIZE

1.	Proposed Pool with Zero Entry, Racing Lanes, Diving Board and Shade Areas (Water Surface Area 8,000 S.F.)	\$2,000,000
2.	Construct ADA Compliant Bathhouse & Pool Equipment Mechanical Room (Area 3360 S.F.)	\$840,000
3.	Site Work	\$83,000
4.	Pool and Bathhouse Demolition	\$100,000
5.	Contingencies (5%)	\$151,000
Subtotal Construction		\$3,174,000
6.	Engineering, Architectural, Subsurface Geotechnical Investigation, Construction Observation, Testing, NHHS Review Fee and Legal	\$466,000
TOTAL PROJECT COST		\$3,640,000

In lieu of constructing a pool, the existing facility could be upgraded and rehabilitated. The bathhouse and pool could be modified to comply with the ADA requirements. The bathhouse will require some remodeling to comply with ADA and upgrade bathhouse fixtures. This will require reworking the ramp out to the swimming pool deck area, replacing doors on the bathhouse and installing accessible showers in each dressing room. Benches in the dressing rooms will also need to be modified to comply with ADA requirements.

Pool improvements will include installing ADA compliant lifts in the medium pool and the large pool, replacing the rapid sand filter with a vertical high rate sand filter system, modifications to piping in the mechanical room, new chlorinator and chemical controller, replacing ladders, lifeguard chairs and diving stands. These improvements will modernize the pool deck equipment and address ADA access requirements to the medium pool and large pool. The costs of this rehabilitation option are presented in **Table 4 - Preliminary Engineer's Opinion of Probable Construction Cost, Filter System, Deck Equipment and ADA Requirements for Swimming Pools and Bathhouse.**

TABLE 4
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST,
DECK EQUIPMENT AND ADA REQUIREMENTS FOR SWIMMING POOLS AND BATHHOUSE

1.	Replace Existing Pool Filter with New Pressure Sand Pool Filter and Modifications to Piping in Mechanical Building	\$50,000
2.	New Chlorinator, Chemical Controller, New Diving Stands and Diving Boards, New Pool Ladders, New Life Guard Chairs, ADA Lifts	\$230,000
3.	Sandblast, Repair Pool Walls and Floor and Paint Pool Tub	\$220,000
4.	Remodel Bathhouse to comply with ADA	\$100,000
5.	Site Work	\$75,000
6.	Contingencies (20%)	\$135,000
Subtotal Construction		\$810,000
7.	Engineering, Architectural, Subsurface Geotechnical Investigation, Construction Observation, Testing, NDHHS Review Fee and Legal	\$138,000
TOTAL PROJECT COST		\$948,000

Optional items that are not included in **Table 3** are:

- Sloped access for baby pool
- Separate recirculation systems for each pool
- Increased recirculation capacity

To address the recirculation rate to meet current NDHHS design standards, major construction would be required on the pools. New pump, additional filters, and pipe replacement would be required. Individual pool recirculation systems may be required by NDHHS for each pool. The wading pool may be required to be replaced to meet ADA

requirements for access if improvements on the recirculation system are completed. If these improvements are requested to be included as an option, we can develop preliminary opinions of probable construction cost.

The City recently had plans to add a flume slide to the swimming pool. As previously noted, the NDHHS determined that the slide could not be installed unless a recirculation system was installed for the slide plunge pool. To install a flume slide, major modifications will be required for the pool recirculation system.

The following figures provide the City with some potential options to consider for improvements to the swimming pool facility. Preliminary engineer's opinions of probable construction cost have not been developed for these options. If the City would desire one of these options presented, we could make the needed changes and develop preliminary costs based on the changes. For each of these options, the improvements to the bathhouse should be completed to assure the bathhouse conforms to current ADA requirements.

The first option considered is shown on *Figure 3 - Pool Facility Improvements, Plan 1*. This plan illustrates improvements to the large pool, elimination of the medium pool and wading pool, improvements to the recirculation system and installing a zero entry into the pool. A sketch is located at the end of the report. The medium pool and wading pool would be demolished as part of this option. Recirculation system will be improved by installing a stainless steel gutter system that will distribute treated water to all parts of the swimming pool. A stainless steel gutter system would replace the scum gutter system and would skim the water surface to remove floating contaminants and oils. The filter would be replaced, recirculation pump and chemical feed system would be evaluated and upgraded as required to better meet required recirculation rate. A new flume slide would be installed to plunge into the large pool on the long coarse leg. The stainless steel gutter system would be designed to provide additional treated water near the flume slide.

The second option presented on *Figure 4 - Pool Facility Improvements, Plan 2* includes the stainless steel gutter system, improvements to recirculation system and new deck equipment. A zero entry area on the east side of the medium pool would be installed. The baby pool would be demolished and the flume slide would be installed on the west side of the medium pool. Shade structures would need to be relocated on west side of the new zero entry swimming pool.

SECTION 6. SUMMARY

The cost presented in *Table 2* provides the City with preliminary opinions of probable construction cost to install a new facility of equal size to the existing swimming pools and bathhouse. This new facility could be larger or smaller, which would influence the opinion of probable construction cost. *Table 3* provides the City with a smaller swimming pool facility and a slightly larger bathhouse that would coincide with your current bather load. The mechanical equipment would be housed in the bathhouse building. A separate mechanical room will be located on one end of the new bathhouse. This eliminates the need for a separate mechanical building.

Table 4 provide the City with preliminary opinions of probable construction cost to rehabilitate the recirculation system, deck equipment and meet ADA access requirements for both the pool and bathhouse.

When comparing the rehabilitation option (*Table 4*) to the new construction options (*Tables 2 and 3*), one feature that the rehabilitation options do not include is a zero entry into the swimming pool(s). Another feature not addressed in the rehabilitation is the installation of the flume slide that the City had researched. The expected useful life of a new facility (*Tables 2 and 3*) would be three times the expected life of a rehabilitated facility. Another item to consider is the rehabilitation project does not address the recirculation rate of the pools or separate the recirculation system for each pool. The wading pool may be required to be replaced to meet ADA requirements for access if improvements on the recirculation system are completed.

We appreciate the opportunity to assist the City of McCook in evaluating your existing swimming pool facility and your recreational needs. We will be available to discuss the contents of this report as well as assist you in pursuing any of the options you select.

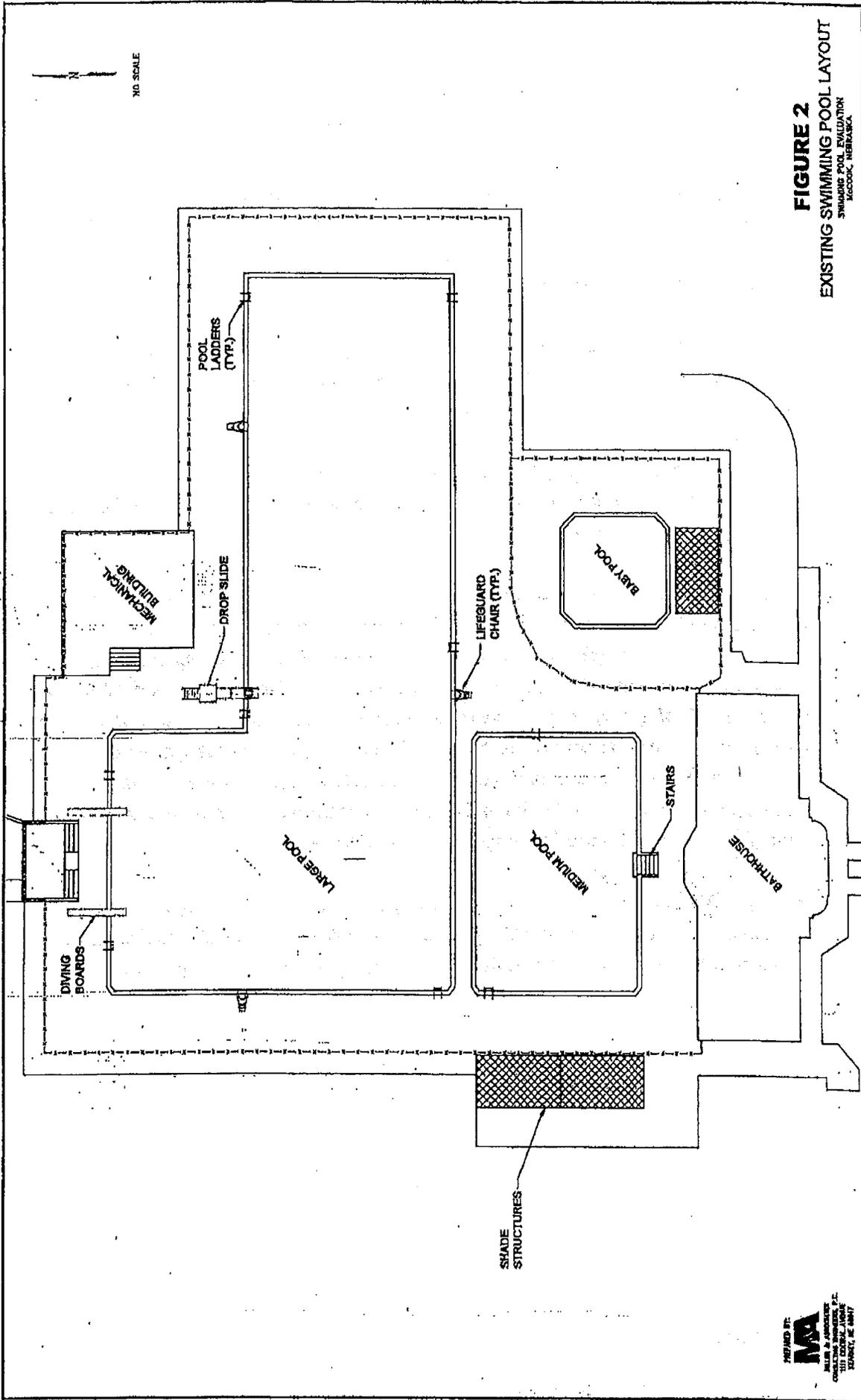


FIGURE 2
 EXISTING SWIMMING POOL LAYOUT
 SWIMMING POOL EVALUATION
 TAGCOCK, NEBRASKA

PREPARED BY:
MA
 MALLER & ASSOCIATES
 CONSULTING ENGINEERS, P.C.
 1200 WEST 10TH STREET
 LINCOLN, NE 68502

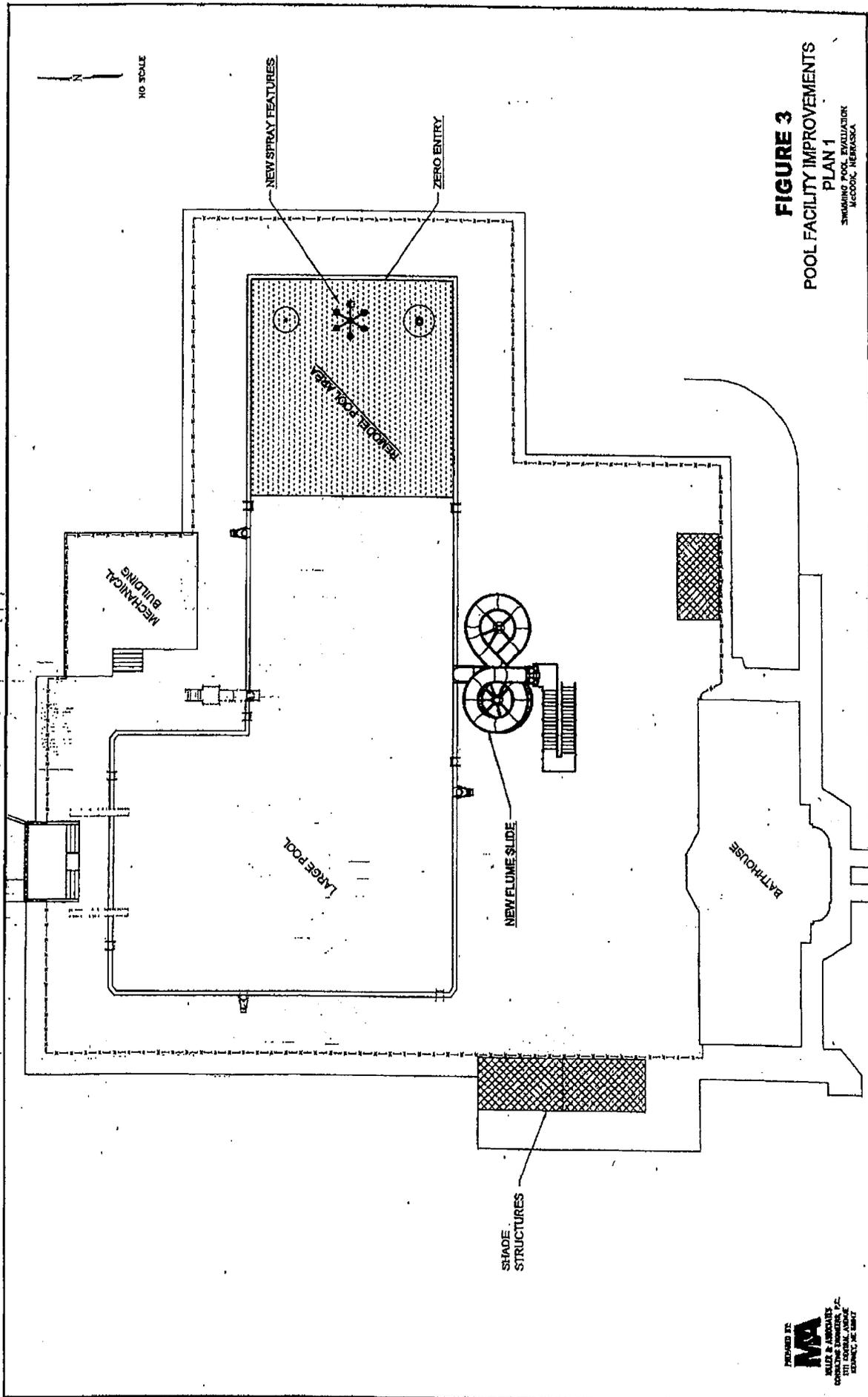


FIGURE 3
POOL FACILITY IMPROVEMENTS
PLAN 1
 SWANING POOL EVALUATOR
 MCCOOK, NEBRASKA

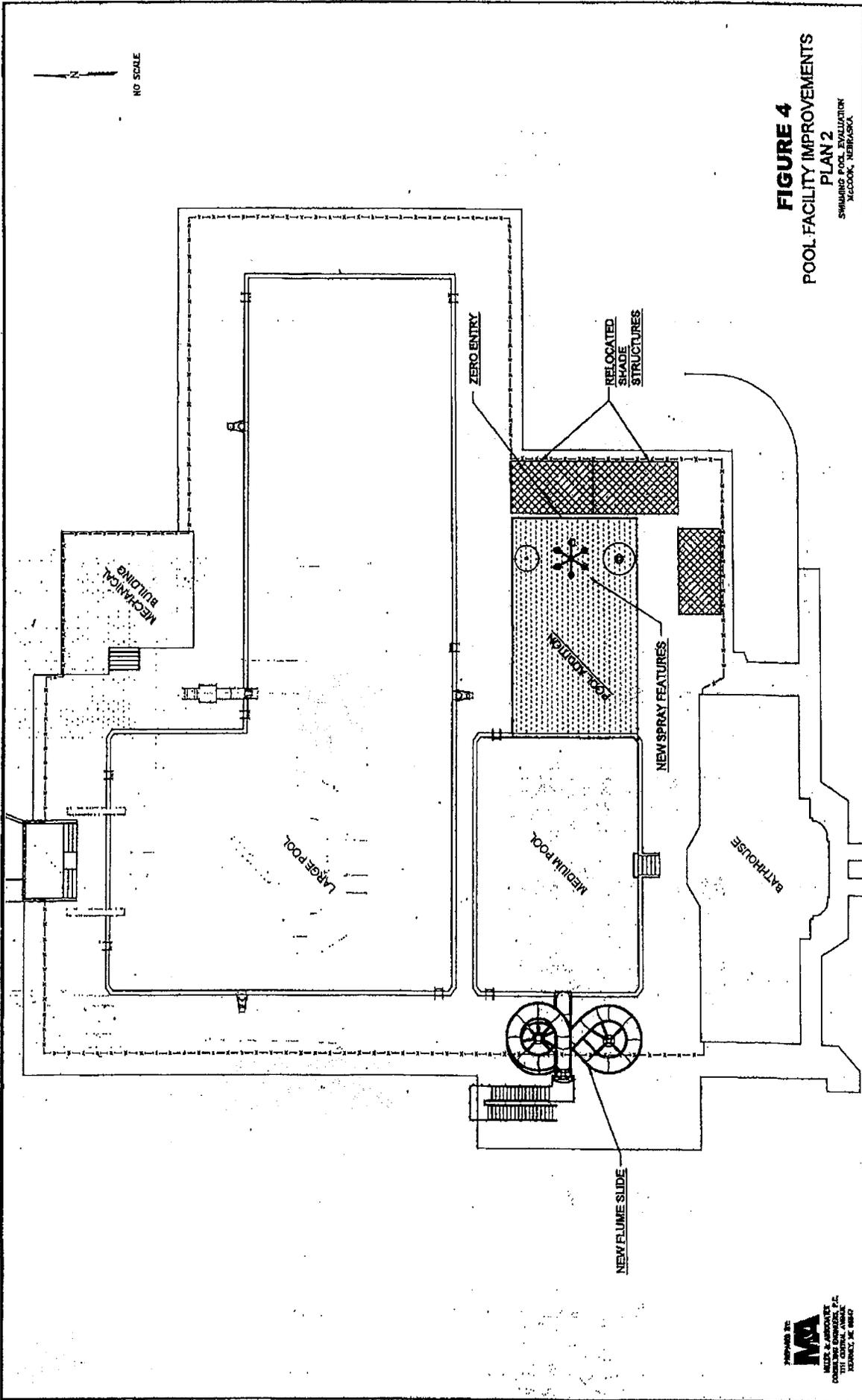


FIGURE 4
POOL FACILITY IMPROVEMENTS
PLAN 2
 SWANING POOL EVALUATOR
 McCOOK, NEBRASKA

PREPARED BY:
MA
 MILLER & ASSOCIATES
 CONSULTING ENGINEERS, P.C.
 1000 WEST 10TH STREET
 OMAHA, NE 68107

BROKEN BOW

The City of McCook is in the early planning stages for building a new swimming pool. We appreciate your assistance by taking time to answer the following questions

1. What prompted your community to build a new swimming pool?

We really needed a new pool. Ours was over 30 years old and in disrepair. Some of the parts weren't available anymore and it needed painted each season. It had a number of problems.

2. When did you begin planning for a new swimming pool?

I joined the group after the pool bond issue didn't pass in 2014. They had added "fiber" onto the issue and people didn't understand what that was.

3. When did you build your new pool?

The construction began after the pool closed in the summer of 2015 and was completed in May 2016. We didn't miss any swimming seasons.

4. How much did you finance for your new pool? - \$500,000

5. What grants did you apply for to assist with the funding of your project, if any and were you successfully awarded the grant(s)? Yes from our generous foundations.

6. Did you fundraise?

We went to many of our community clubs and also took donations from individuals. We also asked our Foundations for money.

7. What was your initial fundraising goal? \$500,000

8. How much did you fundraise? All of it, through grants? A lot through grants.

9. Who were your major donors? Individuals, businesses etc. - Mostly our large family foundations. Businesses, individuals, clubs, kids, in-kind from many businesses.

10. Did your city work with another entity to serve as the primary fundraiser? If so, what was that entity? - No

11. Did your projected cost for the building of the pool match the actual project cost? - Yes

12. If your actual project cost exceeded the projected building cost, how did you make up the difference?

13. Did your city approve a local option sales tax to fund the pool? Did your project involve raising your local option sales tax from 1.5% to 2%? I believe it went from 1% to 1.5%

14. Did the construction of your pool impact your mill levy? How so?

BROKE BOW

15. Is your pool project completed? What has been the increase in your operating costs?
The pool was completed in less than a year.
16. Have you increased your mill levy to offset your operating costs? If so, how much have you increased your mill levy?
17. Do your actual operating costs match your projected operating costs?
18. Have you increased your admission fees? If so, how much? - Yes.
19. Which pool features are you happiest with? – The lazy river, the 8 lanes for swim team, slides and being able to keep our high diving board.
20. Are there pool features that you would have added or eliminated? - No

21. What is the size of your pool?
22. Is your new pool larger or smaller than your old pool? – Larger, but it sits on the same spot as the old pool. We were told by one of the companies that came to give us bids and help us decide on the footprint to keep our pool in the same place as it was. Moving it causes voters stress over the whole project.
23. How has your project impacted attendance? Have your numbers decreased over time? – Numbers went up at first and have gradually decreased, but not much.
24. Did you build or consider to build an indoor swimming pool? We looked at all of our options and that was a consideration. But we have an indoor pool at our Wellness Center.
25. Did your pool have an increase in staff? If so, by how much? Yes – quite a bit.

AURORA

Nate Schneider

From: Aurora City Administrator <ctyadm@cityofaurora.org>
Sent: Monday, October 26, 2020 2:43 PM
To: Nate Schneider
Subject: RE: City of McCook - Swimming Pool Questions

Flag Status: Flagged

Hi Nate,

1. The need was felt by the Citizens to update/modernize the City Pool
2. It was talked about approximately 10 years prior to actual construction but serious discussions about 3 years prior too.
3. 2015
4. \$3,400,000
5. NA
6. NA
7. NA
8. NA
9. NA
10. NA
11. Yes, except .5%
12. General Fund as budgeted
13. 1% sales tax paid for a portion of the project; we didn't increase the sales tax
14. NO
15. It is completed, approximately \$25,000
16. NO
17. YES
18. The first 3 years we kept the same admission fees then increase family passes from \$85 to \$100 the rest accordingly
19. Diving Boards, Lilly Pads, Speed Slide, Flume Slide, Play Feature
20. NO
21. 275,000 gallons or approximately 9100 sq ft
22. Larger
23. Numbers did increase but over time there was a slight decrease
24. Yes, Ultimately decided the outdoor pool was more popular to the citizens
25. Added 3 additional staff members due to the regulation/features

Hope that will help,

*Eric Melcher / City Administrator
905 13th Street / Aurora, NE 68818*

*E-Mail ctyadm@cityofaurora.org / Office 402-694-6992 / Fax 402-694-4043 / Cell 402-631-9607
City of Aurora Web-Site, www.cityofaurora.org*

CHADRON

The City of McCook is in the early planning stages for building a new swimming pool. We appreciate your assistance by taking time to answer the following questions

1. What prompted your community to build a new swimming pool?

Chadron State College had demolished their pool and they wanted to partner with the City on annual maintenance of the new facility for free admission for students and to use the facility for classes.

2. When did you begin planning for a new swimming pool?

2014

3. When did you build your new pool?

2016 – 2017, opened in February 2017

4. How much did you finance for your new pool?

6 million

7. What grants did you apply for to assist with the funding of your project, if any and were you successfully awarded the grant(s)?

Grants received Peter Kiewit, Civic & Community Center Financing Fund; Dawes County Travel Board, Panhandle Greater Good Foundation, CDBG and one anonymous donor

Grants not awarded Black Hills Energy, Christopher Reeves Foundation and Abbott Foundation

8. Did you fundraise?

Yes

CHADRON

9 What was your initial fundraising goal?

1 million

10 How much did you fundraise?

\$954,580.00

11 Who were your major donors? Individuals, businesses etc.

Both individuals and business.

We had numerous individuals that gave \$5,000, to \$10,000, also some of the service organizations donated

12 Did your city work with another entity to serve as the primary fundraiser? If so, what was that entity?

There was a finance committee established with a couple of City personnel on the committee

13 Did your projected cost for the building of the pool match the actual project cost?

Building cost were very accurate, the mistake made was separating out the Engineering costs instead of adding them in.

14 If your actual project cost exceeded the projected building cost, how did you make up the difference?

15 Did your city approve a local option sales tax to fund the pool? Did your project involve raising your local option sales tax from 1.5% to 2%?

Yes we did raise local sales tax, dedicating .5% of the 2%

CHADRON

16 Did the construction of your pool impact your mill levy? How so?

Mill levy has stayed the same so far.

17 Is your pool project completed? What has been the increase in your operating costs?

We went from a 12 week outdoor pool to a year round 12 month pool

Operating went from \$50,000 to \$60,000 to \$380,000 to \$390,000

18 Have you increased your mill levy to offset your operating costs? If so, how much have you increased your mill levy?

NO Increase

19 Do your actual operating costs match your projected operating costs?

Yes

20 Have you increased your admission fees? If so, how much?

No we haven't increased since we opened in 2017

21 Which pool features are you happiest with?

Zero entry, multi-purpose/party room and therapy pool

22--Are there pool features that you would have added or eliminated?

No we have a large slide and small slide, diving board and splay pad

23 What is the size of your pool?

6 lane, 25 meter pool plus sizable zero entry with the small slide and room to play for toddlers

CHADRON

24 Is your new pool larger or smaller than your old pool?

We used the exact same footprint of previous pool

25 How has your project impacted attendance? Have your numbers decreased over time?

Our number have decreased slightly on general population, but increased with CSC usage. The facility is still underutilized.

26 Did you build or consider to build an indoor swimming pool?

We have year round indoor facility

27 Did your pool have an increase in staff? If so, by how much?

The staff doubled, with one full time employee and 12 - 14 part time employees

COLBY

The City of McCook is in the early planning stages for building a new swimming pool. We appreciate your assistance by taking time to answer the following questions

1. What prompted your community to build a new swimming pool?

The age and falling components of the old pool. It also leaked extensively from cracking. It also did not have the modern features that the community desired to have in the pool.

2. When did you begin planning for a new swimming pool?

In 2009 the planning and discussion started taking place.

3. When did you build your new pool?

Construction began in the summer of 2010 and we opened May of 2011.

4. How much did you finance for your new pool?

A \$5,000,000 G.O. Bond for 10 years.

5. What grants did you apply for to assist with the funding of your project, if any and were you successfully awarded the grant(s)?

None

6. Did you fundraise?

No

7. What was your initial fundraising goal?

N/A

8. How much did you fundraise?

N/A

9. Who were your major donors? Individuals, businesses etc.

N/A

COLBY

10. Did your city work with another entity to serve as the primary fundraiser? If so, what was that entity?

No

11. Did your projected cost for the building of the pool match the actual project cost?

Yes

12. If your actual project cost exceeded the projected building cost, how did you make up the difference?

N/A

13. Did your city approve a local option sales tax to fund the pool? Did your project involve raising your local option sales tax from 1.5% to 2%?

Yes, voters approved a .75% city sales tax to fund the project. This is the only city sales tax we have. All other sales tax is county or state.

14. Did the construction of your pool impact your mill levy? How so?

No.

15. Is your pool project completed? What has been the increase in your operating costs?

Yes it was opened in 2011. It has added around \$75,000 to the operating budget. Most of that cost has been made up from increased revenue from concessions and gate entry.

16. Have you increased your mill levy to offset your operating costs? If so, how much have you increased your mill levy?

No we use remaining sales tax dollars to cover all operating cost.

17. Do your actual operating costs match your projected operating costs?

Yes I believe they do.

18. Have you increased your admission fees? If so, how much?

Yes they went from \$2.50 to \$5.00 when the aquatic park was built. Our family pass is now \$160.00, single is 65.00, and we do a 10 day punch pass for \$25.00.

19. Which pool features are you happiest with?

The lazy river has been very popular for all ages.

COLBY

20. Are there pool features that you would have added or eliminated?

Our Lilly pad area is our least used and has a little danger to that area. It could easily be eliminated and I don't think most people would care.

21. What is the size of your pool?

This is a little challenging as an overall. The lap pool is a 25 meter 6 lane pool. The rest of the area has multiple slides a lazy river, kids area with zero entry, etc. We would be happy to provide pictures or tour of our facility.

22. Is your new pool larger or smaller than your old pool?

Much larger.

23. How has your project impacted attendance? Have your numbers decreased over time?

We see and continue to see an increase in numbers over the old pool. We have seen it level off after the first couple of years.

24. Did you build or consider to build an indoor swimming pool?

Not really. The added cost and lack of labor to maintain it through the winter was just not feasible.

25. Did your pool have an increase in staff? If so, by how much?

Yes, we doubled our lifeguard staff, concessions, and admissions staff.

ORD

The City of McCook is in the early planning stages for building a new swimming pool. We appreciate your assistance by taking time to answer the following questions

1. What prompted your community to build a new swimming pool?

The age and condition of old pool.

2. When did you begin planning for a new swimming pool?

There was a outside committee formed that worked on fundraising for the pool. I am not sure when they began.

3. When did you build your new pool?

We were closed for the 2018 season to tear down old pool and build new one.

4. How much did you finance for your new pool?

We issued \$1,250,000 in bonds for the new pool that will be paid off with sales tax.
Rest of the money came from fundraising, City reserve, and grants.

5. What grants did you apply for to assist with the funding of your project, if any and were you successfully awarded the grant(s)?

Civic & Community Center \$286,180

Lower Loup NRD - \$20,000

Robert Daughtery Foundation \$200,00

Peter Kiewit \$150,000

Land & Water Conservation \$169,198.

6. Did you fundraise?

Yes - Approximately \$100,000 in donations

Also received a \$625,000 donation from a deceased couple's family for project

ORD

7. What was your initial fundraising goal?

I was not involved with the committee, so I am not sure

8. How much did you fundraise?

Approximately \$100,000

9. Who were your major donors? Individuals, businesses etc.

Individuals and businesses both contributed. I do not have a breakdown of the donations

10. Did your city work with another entity to serve as the primary fundraiser? If so, what was that entity?

Independent committee called "make a splash"

11. Did your projected cost for the building of the pool match the actual project cost?

Yes

12. If your actual project cost exceeded the projected building cost, how did you make up the difference?

ORD

13. Did your city approve a local option sales tax to fund the pool? Did your project involve raising your local option sales tax from 1.5% to 2%?

Yes

14. Did the construction of your pool impact your mill levy? How so?

No

15. Is your pool project completed? What has been the increase in your operating costs?

Our operating costs increased slightly in 2019. Our wages increased because we had to staff an additional guard for the slide, the utilities increased by approximately \$2,000, and the insurance increased due to the value of the new pool

16. Have you increased your mill levy to offset your operating costs? If so, how much have you increased your mill levy?

No, we are at the max

17. Do your actual operating costs match your projected operating costs?

We did not project operating costs

18. Have you increased your admission fees? If so, how much?

\$4.00 dally pass

\$60 individual pass

\$120 family pass (includes 2 adults and 4 children. Additional children \$20)

ORD

19. Which pool features are you happiest with?

The slide

20. Are there pool features that you would have added or eliminated?

No

21. What is the size of your pool?

Attached is a drawing

22. Is your new pool larger or smaller than your old pool?

footprint is about same size but because of zero depth entry, less gallons

23. How has your project impacted attendance? Have your numbers decreased over time?

Attendance has increased

24. Did you build or consider to build an indoor swimming pool?

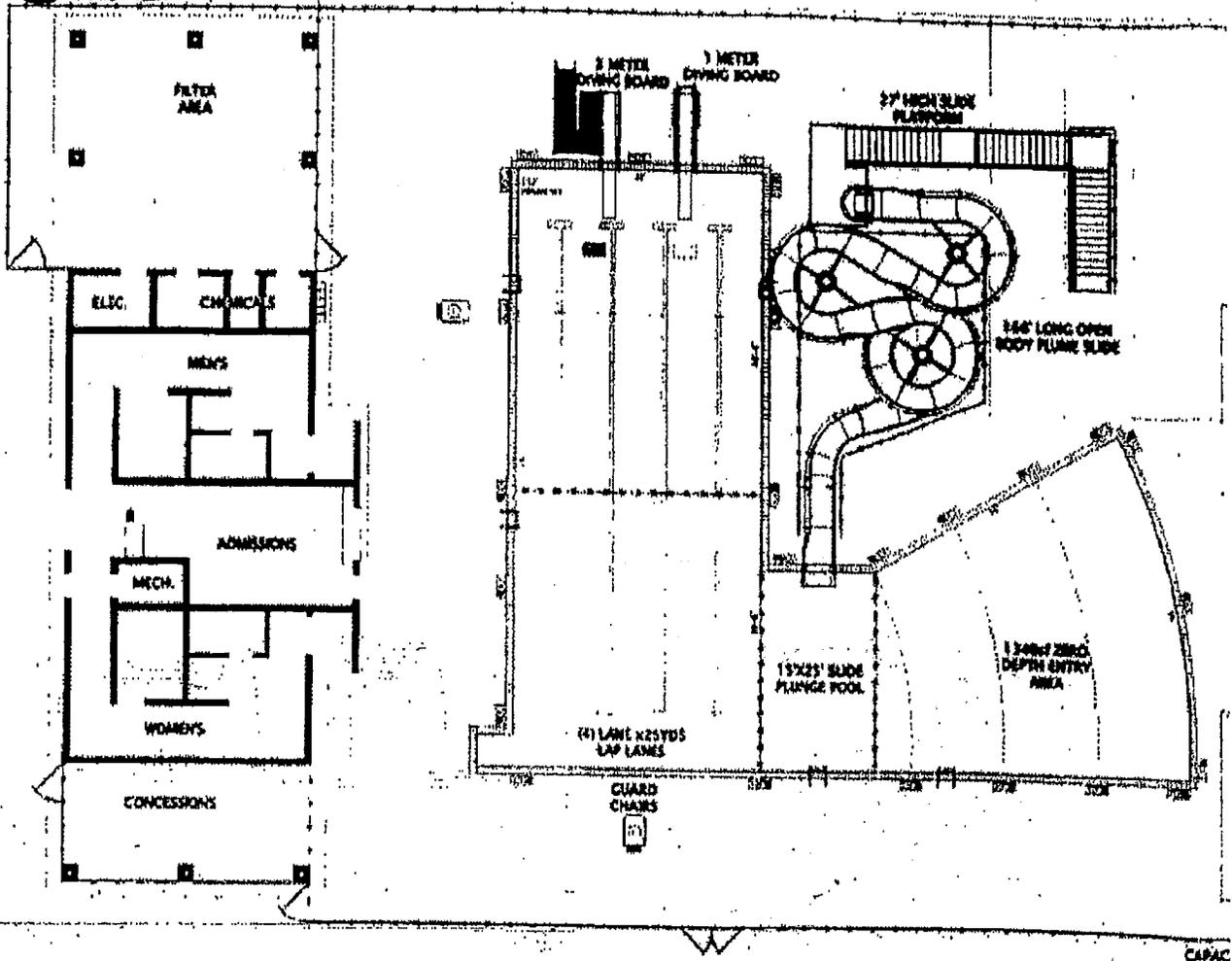
An indoor pool was not economically feasible

ORD

25. Did your pool have an increase in staff? If so, by how much?

Yes, we need one additional staff member to man slide

ORD



Sandy Kruml
City Clerk/Treasurer
City of Ord
PO Box 96
Ord, NE 68862
Phone 308-728-5791
Fax 308-728-5120

SIDNEY

The City of McCook is in the early planning stages for building a new swimming pool. We appreciate your assistance by taking time to answer the following questions

1. What prompted your community to build a new swimming pool?

The previous one was old and in need of replacing.

2. When did you begin planning for a new swimming pool?

I'm not sure. I wasn't on staff at that time.

3. When did you build your new pool?

I believe it was about 2015.

4. How much did you finance for your new pool?

About 4 million

5. What grants did you apply for to assist with the funding of your project, if any and were you successfully awarded the grant(s)?

I'm not sure

6. Did you fundraise?

Yes. Many local businesses committed to multiple years of donations.

SIDNEY

7. What was your initial fundraising goal?

I'm not sure.

8. How much did you fundraise?

About \$250,000

9. Who were your major donors? Individuals, businesses etc.

Local businesses.

10. Did your city work with another entity to serve as the primary fundraiser? If so, what was that entity?

I'm not sure.

11. Did your projected cost for the building of the pool match the actual project cost?

I think it came in a little more.

12. If your actual project cost exceeded the projected building cost, how did you make up the difference?

Bonding

13. Did your city approve a local option sales tax to fund the pool? Did your project involve raising your local option sales tax from 1.5% to 2%?

Yes and yes. However, our extra ½ cent sales tax breaks down as follows.

Street 50%, Pool 30%, Golf 12%, Storm water 5%, Parks 3%

SIDNEY

14. Did the construction of your pool impact your mill levy? How so?

It added to the debt service portion of the levy.

15. Is your pool project completed? What has been the increase in your operating costs?

We had a previous pool, so the staffing didn't change much.

16. Have you increased your mill levy to offset your operating costs? If so, how much have you increased your mill levy?

Not much

17. Do your actual operating costs match your projected operating costs?

Yes

18. Have you increased your admission fees? If so, how much?

All city fees are reviewed each year in the master fee schedule. I think it has been 2 years since we have increased the pool portion.

19. Which pool features are you happiest with?

We have a main pool and a lap pool. We also have a large slide and a lazy river. The slide and lazy river is popular. However, the lazy river requires a little more annual maintenance.

20. Are there pool features that you would have added or eliminated?

I would have made the lap pool swim meet regulation length.

21. What is the size of your pool?

We have 2 at our facility. I'm not sure the size but can find out.

SIDNEY

22. Is your new pool larger or smaller than your old pool?

Larger and there are 2 pools at the facility.

23. How has your project impacted attendance? Have your numbers decreased over time?

Numbers increased and have remained steady except for this year of course.

24. Did you build or consider to build an indoor swimming pool?

I don't think so.

25. Did your pool have an increase in staff? If so, by how much?

A small increase in seasonal employees to watch both pools.

WAVERLY - PROJECT SUMMARY -

**LAMP
RYNEARSON**

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

April 21, 2020

Stephanie Fisher, City Administrator
City of Waverly
14130 Lancashire
P.O. Box 427
Waverly, NE 68462

RE: Waverly Swimming Pool Pre-Planning Project
Project Summary

Ms. Fisher,

Lamp Rynearson greatly appreciates the opportunity to assist the City of Waverly with Swimming Pool Pre-Planning Project. Below is a summary of the project tasks and process.

Phase 1 – Space and Functional Programming

Task and Responsibilities		Timeline
1.1	Data collection	Review existing facility plans
		Review existing aquatics program
		Review existing Pool Survey
		Interview City Staff and Committee Members
1.2	Site Evaluation	Visit potential sites for the future swimming pool/aquatic center
		Develop metric evaluation program for measurement site analysis: i.e. development cost, accessibility, utilities connections
		Summary evaluation
1.3	Project Workshop (City Staff, Advisory Committee and Lamp Rynearson)	Discuss project goals and schedule
		Develop performance parameters – i.e. visitor experience, staffing parameters, operation & maintenance goals
		Prepare meeting notes and action items, for distribution and records
1.4	Develop Draft Concept	Prepare pool plan and amenities
		Prepare narrative of associated mechanical systems
1.5	Facility Operational Analysis	Develop operational parameters; set success benchmarks

WAUERLY

Waverly Swimming Pool Pre-Planning Project
 Project Summary
 Page 2 of 4

		Develop annual operation expenditure projections	
		Develop lifecycle operation and maintenance program	
1.6	Project Workshop	Present concept and program	May
		Confirm performance parameters	
		Prepare meeting notes and action items, for distribution and records	

Phase 1 Summary

- Draft Concept
- Site analysis
- Final Concept
- Meeting notes

Phase 2 – Public Engagement

Tasks and Responsibilities		Timeline
2.1	Project Workshop	Develop public engagement strategy and implementation plan
		Establish Public Engagement schedule
2.2	Promotional Materials	Develop promotional materials: project brochure, social media content, project website
		Distribution of materials
2.3	Stakeholder Meetings	Identify stakeholders with the community: i.e. civic groups, day care providers, seniors, swim team, water aerobics, maintenance staff
		Conduct stakeholder meetings
		Document stakeholder meetings
2.4	Townhall Meeting(s)	Conduct townhall meeting(s)
		Document townhall meetings

Phase 2 Summary

- Project brochure
- Social media content
- Project website
- Stakeholder & Townhall meeting notes

Phase 3 – Concept Finalization

Tasks and Responsibilities		Timeline
3.1	Draft Design Development	Develop alternatives the pool and amenities
		Develop sustainable ('green') parameters and strategies
		Prepare recommendations
3.2	Project Workshop	Review alternatives and recommendations project committee

		Finalize alternatives	
		Document meeting notes	
3.3	Facility Operational Analysis	Finalize operational parameters: set success benchmarks	July
		Final annual operation expenditure projections	
		Complete lifecycle operation and maintenance program	
3.4	Project Workshop	Final concept and program	August
		Prepare meeting notes and action items, for distribution and records	

Phase 3 Summary

- Memorandum of alternatives and recommendations
- Design Development Narrative and Schematic Plans
- Final conceptual drawing
- Project operational expenditures

Phase 4 – Site Planning

Tasks and Responsibilities		Timeline	
4.1	Draft Development	Will create a base map of the existing Wayne Park from public GIS data	January - March
		Two separate site improvement concepts will be developed to provide access to the proposed aquatic center, parking to accommodate aquatic center capacity (approximately 120 vehicles), and pedestrian improvements.	
		Offer potential landscape design strategies.	
		Provide an engineer's estimate of probable construction costs will be prepared for each alternative for an order of magnitude comparison. Shall include estimate for demolition of existing pool.	
4.2	Project Workshop	Attend one meeting at the City to present the concepts and answer questions.	April

Phase 4 Summary

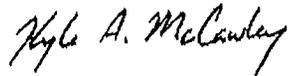
- Base map of Wayne Park
- Site parking alternatives
- Engineers estimate

Enclosed are the following documents

- Site Visit – Existing Pool
- Site Analysis – Existing Pool
- Waverly Pool Assessment
- Waverly Pool Costs
- Waverly Proposed Pool Operation Projections
- Wayne Park Layout
- Wayne Park Base Map
- Site parking alternates

Please let me know if you have any questions. Thank you for your assistance.

Sincerely,



Kyle A. McCawley
Senior Project Manager
Lamp Rynearson

cc Project file

Enclosed



Meeting Notes

Project: Waverly Swimming Pool – Pre-Development (0319039.01 LRA#)
Meeting: Existing Pool & Site Visit
Location: Existing Pool & Site Visit
Owner: City of Waverly
Lead: Lamp Ryneerson & Associates
LRA Staff: Kyle McCawley
Date: May 1, 2019

1.0 Existing Site

Existing Pool Site

- Arboretum trail around the north, east and west sides of the tennis courts
 - o Priority to preserve
- Tennis courts
 - o Receive minimal to moderate use
 - o Multiple cracks and locations of slab movement
 - o Limited life remaining without repair or replacement
 - o High school has constructed four (4) new courts
 - Are available to public → Need to educate public
- Basketball courts
 - o Receive moderate to regular use
 - o Priority is to maintain or relocate within Wayne Park
- Gazebo
 - o Receive minimal to moderate use
 - o Relatively small → Large structure would likely be more utilized
 - o Land & Water Conservation → Need to research options for removal
- Playground
 - o Receive moderate to regular use
 - o Priority is to maintain
- Drainage
 - o New surface drained along the south of the existing pool
- Accessibility
 - o Vehicle traffic is common
 - o Bicycle traffic very common → must be incorporated in new facility plan
 - o Pedestrian traffic common → must be incorporated in new facility plan
- Utilities
 - o All necessary utilities are available
 - o 8" Sanitary
 - o 6" Water
 - o 120/240 Voltage

2.0 Existing Pool & Wading Pool	
Existing Pool Basin	
<ul style="list-style-type: none"> - Cracks were observed in basin - Stainless steel gutter appeared to be in moderate to solid condition 	
Deck	
<ul style="list-style-type: none"> - Sections of the perimeter deck exhibit signs of settle (uneven) <ul style="list-style-type: none"> o Creates tripping hazard o Creates low spots for water to pond <ul style="list-style-type: none"> ▪ Slipping hazard ▪ Potential for bacteria growth - Numerous sections of the perimeter deck have been repairs 	
Wading Pool	
<ul style="list-style-type: none"> - Not ADA compliant – no sloped entry - No isolation from main swimming pool → No means to isolate Recreational Water Illnesses (RWI) 	
Water Slide	
<ul style="list-style-type: none"> - Corroded handrail 	
Comments & Actions Items	Opinion of Cost
Anticipated remaining life existing pool basin is 10 to 15 years. Replace before end of life.	\$750,000 to \$1,000,000
Deck should be repaired to eliminate tripping and water ponding	\$50,000 to \$100,000
Wading pool should be made ADA compliant	\$10,000 to \$20,000
Wading pool should be isolated	\$25,000 to \$50,000
Replace water slide handrail	\$1,000 to \$2,000

3.0 Pool Mechanical	
Filtration	
<ul style="list-style-type: none"> - High rate sand system - Dual tanks - Total Filtration Area: 33.14 ft² of (per equipment label) - Total Design Flow Rate: 664 gal per minute (per equipment label) - Fiberglass tanks 	
Disinfection	
<ul style="list-style-type: none"> - Operable chemical controller - Sodium hypochlorite system - 260-gallon storage 	
Heater	
<ul style="list-style-type: none"> - Not operable at time of inspection 	
Comments & Actions Items	Opinion of Cost
Anticipated remaining life existing filtration system is 10 to 15 years	\$50,000 to \$100,000
Anticipated remaining life existing disinfection system is 5 to 10 years	\$10,000 to \$20,000
Anticipated remaining life existing heater system is 0 years	\$25,000 to \$50,000



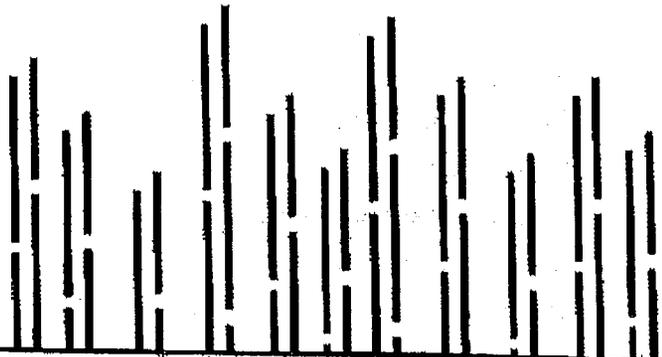
4.0 Existing Bathhouse	
Staff Space	
<ul style="list-style-type: none"> - Central part of building - Vending machines 	
Changing Areas	
<ul style="list-style-type: none"> - Noncompliant ADA lavatories - Noncompliant ADA toilets - Noncompliant ADA showers → bench on incorrect show & faucet controls are noncompliant 	
Comments & Actions Items	Opinion of Cost
Renovation for ADA compliant lavatories	\$10,000 to \$20,000
Renovation for ADA compliant toilets	\$10,000 to \$20,000
Renovation for ADA compliant showers	\$5,000 to \$10,000

5.0 Public Restrooms	
<ul style="list-style-type: none"> - Receive moderate to regular use - Priority is to maintain 	
Comments & Actions Items	Opinion of Cost
NONE	

6.0 Operations	
<ul style="list-style-type: none"> - Programs Offered to the community <ul style="list-style-type: none"> o Swimming lessons o Swlm Team o Lap swimming o Recreation/leisure/open swim - Hours of Operations <ul style="list-style-type: none"> o Mon – Fri: 1:00p to 5:00p and 6:00p to 8:00p o Sat – Sun: 1:00p to 6:00p; Parties 6:00p to 8:00p 	
Comments & Actions Items	Opinion of Cost
NONE	

**LAMP
RYNEARSON**

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
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LampRynearson.com



May 2019

**Waverly, NE Swimming Pool
Pre-Development – Site Analysis**



Prepared for:
The City of Waverly, Nebraska

Project No. 0319039.01

Leaving a Legacy of Enduring
Improvements to Our
Communities

Lamp Rynearson Purpose Statement

TABLE OF CONTENTS

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PROJECT INFORMATION

Facility:	Waverly Municipal Swimming Pool
Owner:	City of Waverly, Nebraska 14130 Lancashire Waverly, Nebraska 68462 (402) 786-2312 Contact: City Administrator – Ms. Stephanie Fisher
Engineer:	Lamp Ryreanson & Associates 9001 State Line Road, Suite 200 Kansas City, Missouri 64114 (816) 361-0440
Date of Review:	May 1, 2019



BACKGROUND

As part of the Waverly, Nebraska Swimming Pool Planning Project considered potential sites for the construction of a new swimming pool. Five (5) sites were considered for the projects:

1. Existing Pool Site – Wayne Park via Folkestone Street
2. Wayne Park – approximately the center section of Wayne Park, west of Eastbourne Street
3. Lawson Park – approximately 141st Street and Oldfield Street
4. Roco Property – approximately 148th Street and Bluff Road
5. Froehlick Property – approximately Cannongate and Deerpark

The follow components were evaluated for each site.

Utilities Availability	The utilities – water, electrical and sanitary – available with respect to the site. Are these requirements services available? Do they have enough capacity to facilitate the proposed facility?
Vehicular Traffic	Is the site accessible via vehicular traffic? Is the proposed facility accessible for patron arrival traffic and parking? Is it adequate for emergency vehicles? Is it adequate for operational deliveries such as pool chemical and concession supplies?
Pedestrian Traffic	Is the site accessible via pedestrian traffic? Are the routes safe?
Land-use Compatibility	How does a new facility affect adjacent amenities. Are the adjacent building/amenities positively or negatively affected by the proposed facility?
Development Costs	Evaluation of how the site is accessible from a construction standpoint. To what degree will it cost to develop the site for the proposed new facility

A score was assigned for each component based on the specific site's relative strength or weakness. The following scoring system was used.

SITE ANALYSIS SCORING

Strong	5
	4
Moderate	3
	2
Weak	1

EXISTING POOL

Address: Wayne Park via Folkestone Street

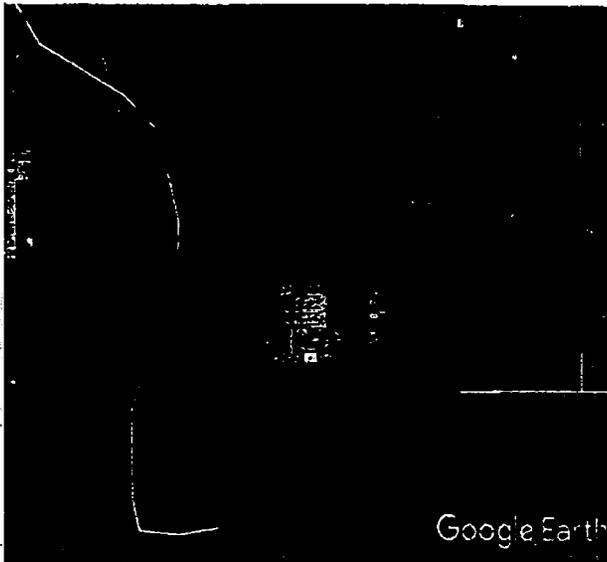


Figure 1: Existing Pool Site

SITE ANALYSIS	GRADE
Utilities Availability	5.0
Vehicular Traffic	3.0
Pedestrian Traffic	4.5
Land-use Compatibility	4.5
Development Costs	3.0
Results	20.0

WEAK	STRONG

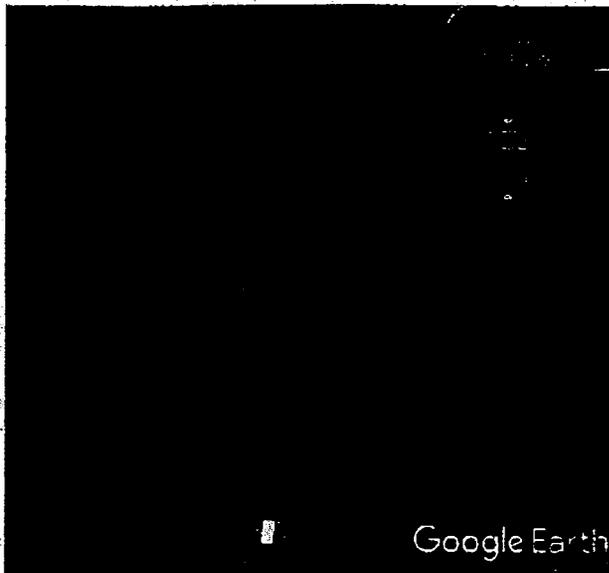
OPINION OF DEVELOPMENT COSTS	
Land Acquisition	\$0.00
Utilities	\$5,000 to \$10,000
Parking	\$20,000 to \$30,000
Tennis Relocation	\$300,000 to \$350,000

Comments:

- The necessary utilities (electricity, water, sanitary) are currently in place due to the existing swimming pool facility.
- Parking for this site is restricted. Construction for a large facility would require the additional parking. This would increase the development costs.
- The site is accessible via pedestrian traffic. This is a positive asset.
- Adjacent land is residential housing and wooded terrain. The proposed facility is will have a low to moderate effect on the adjacent amenities.
- Due to the restrictions surrounding the site (tennis courts to the north and play structure to the west) development and construction costs could be relatively higher than the other potential sites.
- The site is constrained along all sides. A larger new facility would require removal of existing amenities (e.g. basketball and tennis courts). A cost for removal and replacement would be associated with this site, and therefore has a negative effect on the development cost.

CENTRAL WAYNE PARK

Address: Wayne Park via Holly Drive



SITE ANALYSIS	GRADE
Utilities Availability	3.5
Vehicular Traffic	3.5
Pedestrian Traffic	4.5
Land-use Compatibility	4.5
Development Costs	4.0
Results	20.0

WEAK	STRONG
██████████	██████████

OPINION OF DEVELOPMENT COSTS	
Land Acquisition	\$0.00
Utilities	\$25,000 to \$50,000
Parking	\$50,000 to \$75,000
Field Relocation	\$50,000 to \$75,000

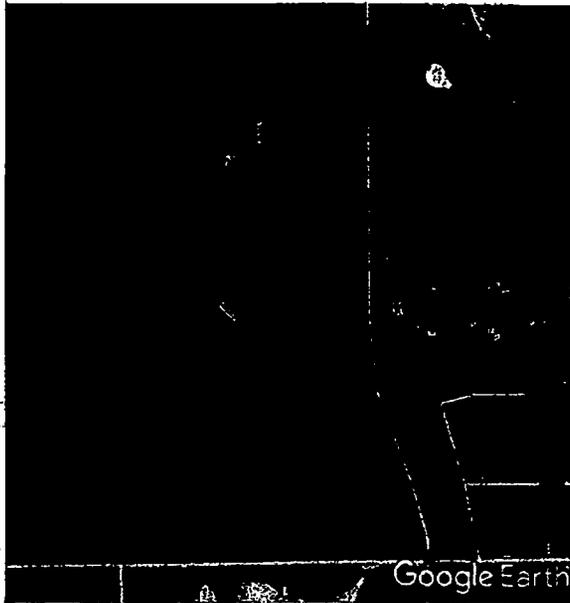
Figure 2; Central Wayne Park

Comments:

- The necessary utilities are in close proximity to this site however, they would need to be extended. This would be an increased cost to construct the required utilities compared to other sites (specifically the existing pool site).
- The site does have access for vehicular access, however it would need to be upgraded to effectively manage the facility's patron capacity and emergency vehicle traffic.
- Current parking is limited. It would need to be expanded to accommodate the facility's patron capacity.
- The site is accessible via pedestrian traffic. This is a positive asset.
- The site is adjacent to residential housing and recreational spaces (ball fields and disc golf). The proposed facility will likely have a positive effect on these features.
- The ideal location for a new pool facility in the central section of Wayne Park would be at the existing southernmost ball field. This location would utilize the parking from Eastbourne Street. Additionally, it would present efficient connections to the existing utilities on Eastbourne Street and along North 143rd Street.
- This site would require the removal and relocation of the existing ball field. A cost for that removal and relocation would be associated with this site, and therefore would increase the development cost compared to other sites.

LAWSON PARK

Address: 141st Street and Oldfield Street



SITE ANALYSIS	GRADE
Utilities Availability	4.5
Vehicular Traffic	4.0
Pedestrian Traffic	3.0
Land-use Compatibility	2.0
Development Costs	3.0
Results	16.5

WEAK	STRONG
█	█

OPINION OF DEVELOPMENT COSTS	
Land Acquisition	\$0.00
Utilities	\$25,000 to \$50,000
Parking	\$50,000 to \$75,000
Field Relocation	\$25,000 to \$50,000

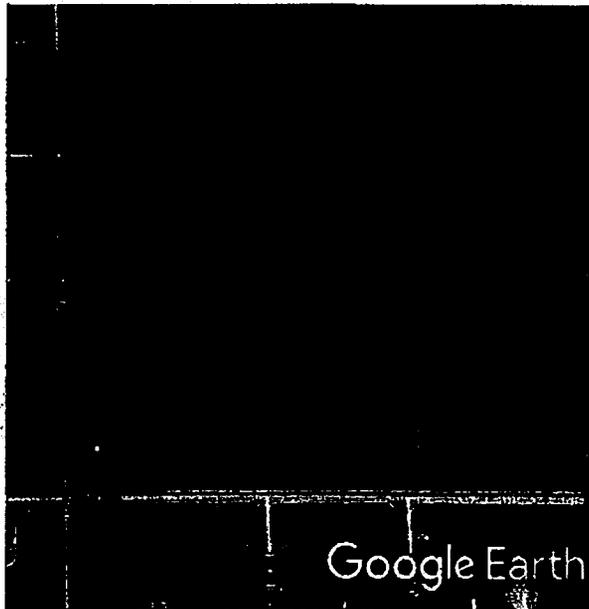
Figure 3: Lawson Park

Comments:

- The necessary utilities are in close proximity to this site however, they would likely need to be extended. This would be an increased cost to construct the required utilities compared to other sites (specifically the existing pool site).
- The site does have access for vehicular access, however it would need to be upgraded to effectively manage the facility's patron capacity.
- Current parking is limited. It would need to be expanded to accommodate the facility's patron capacity.
- The site is accessible via pedestrian traffic; however, it is limited due to the distance it's from the majority of the City's residential density.
- The site is adjacent resident and recreational spaces (ball fields). The proposed facility would likely have a positive effect on these features.
- The north section in floodplain. Construction in this section is not recommended.
- Lawson Park is currently highly utilized by a variety of activities (i.e. baseball, softball and soccer) throughout the year. There is no unused land/space. To construct an aquatic facility would either require the acquisition of additional land, or existing activities would need to be relocated to other location(s) within the City.

148TH STREET AND BLUFF ROAD

Address: 148th Street and Bluff Road



SITE ANALYSIS	GRADE
Utilities Availability	2.5
Vehicular Traffic	3.0
Pedestrian Traffic	3.5
Land-use Compatibility	3.0
Development Costs	1.0
Results	13.0



OPINION OF DEVELOPMENT COSTS	
Land Acquisition	\$1,300,000
Utilities	\$50,000 to \$75,000
Parking	\$50,000 to \$100,000

Figure 4: ROCO Property

Comments:

- The existing utilities that are in close proximity to this site are not designed for necessary capacities of a modern swimming pool. This would increase the development cost compared to sites with existing utilities of the proper capacity.
- The existing sanitary system is at capacity. Therefore, the development costs for this site will likely be increased relative to other sites.
- There is no current parking. A larger portion of the project budget would have to be dedicated to construct parking compared to a site with existing parking.
- The site does have access for vehicular traffic.
- The site is accessible via pedestrian traffic.
- The site is adjacent residential density. A proposed facility at this location would likely have a positive effect.
- The City does not currently own the property. It would need to be purchased. The current list price for the property is \$1.3 million.

FROEHLICK PROPERTY

Address: Cannongate and Deer Park Road



SITE ANALYSIS	GRADE
Utilities Availability	3.0
Vehicular Traffic	3.5
Pedestrian Traffic	2.0
Land-use Compatibility	1.5
Development Costs	1.0
Results	11.0

WEAK	STRONG

OPINION OF DEVELOPMENT COSTS	
Land Acquisition	\$2,500,000
Utilities	\$25,000 to \$50,000
Parking	\$50,000 to \$100,000

Figure 5: Froehlick Property

Comments:

- The necessary utilities are in close proximity to this site, however, they would likely need to be extended. This would be an increased cost to construct the required utilities compared to other sites (specifically the existing pool site).
- The site does have access for vehicular and emergency vehicle traffic.
- There is no current parking. A larger portion of the project budget would have to be dedicated to construct parking compared to a site with existing parking.
- Pedestrian traffic to the site would be restricted due to the longer distance from residential density.
- Pedestrian traffic to the site would be restricted due to the adjacent high vehicle speed roadways nearby.
- The City does not currently own the property. It would need to be purchased. The current list price for the property is \$2.5 million.

CONCLUSION

It is recommended that the City of Waverly construct their new swimming pool at the Central Wayne Park location. While there will likely be slightly higher development costs for construction relative to the existing pool site the Central Wayne Park offers an improvement for a larger capacity facility, traffic accessibility (vehicle and pedestrian) and adjacent land-use compatibility.

Existing Facility



Built in 1975

Pool - 4,200 sf

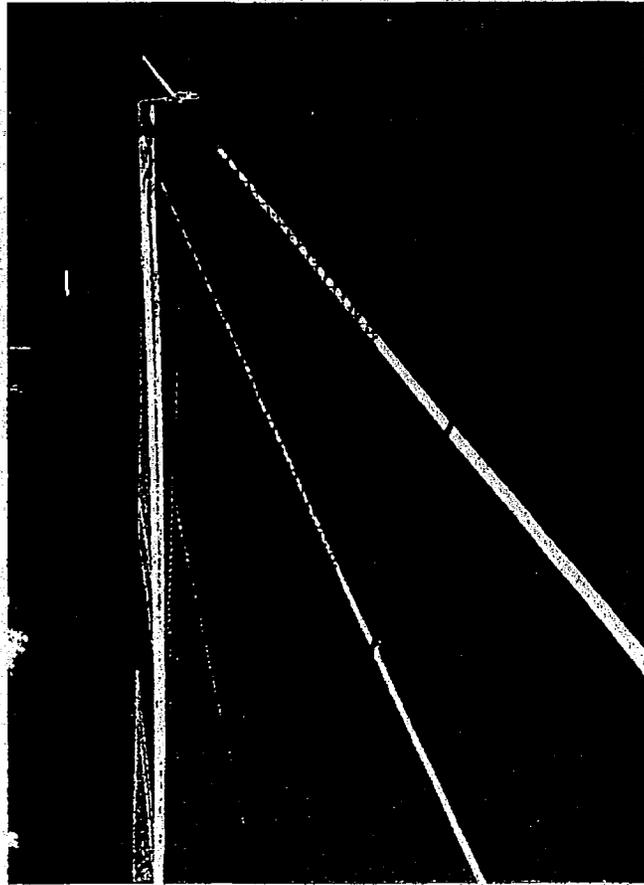
Wading - 225 sf

Slides

Board Diving board

Leaving a Legacy

Existing Facility - Site



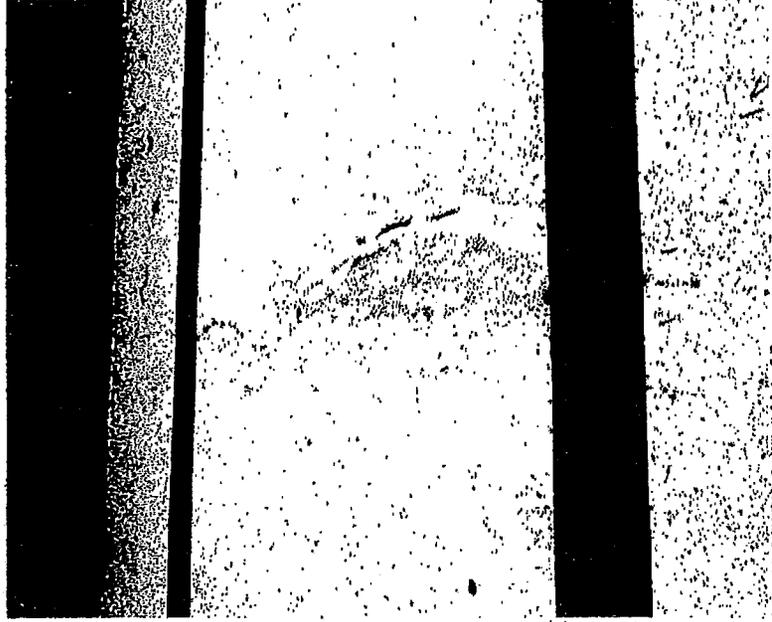
Leaving a Legacy

Existing Facility - Deck



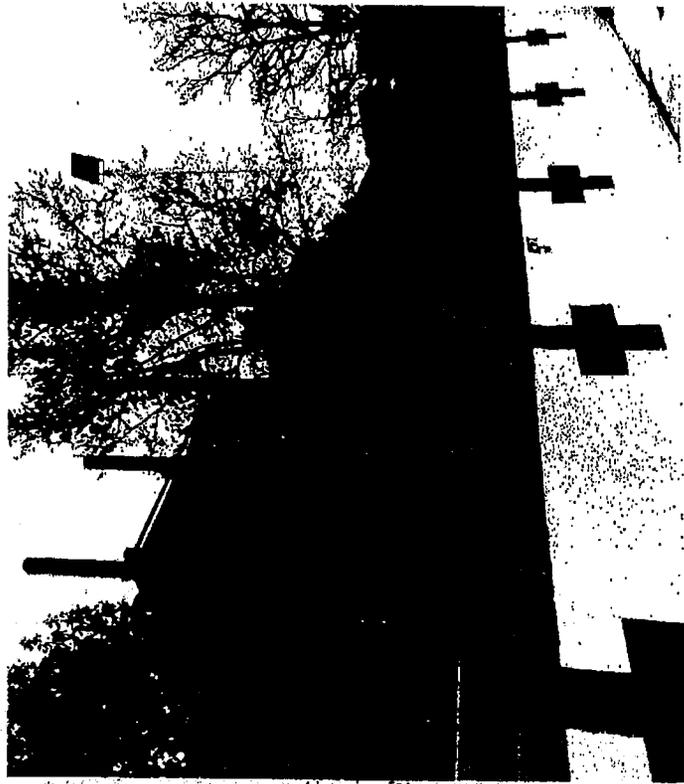
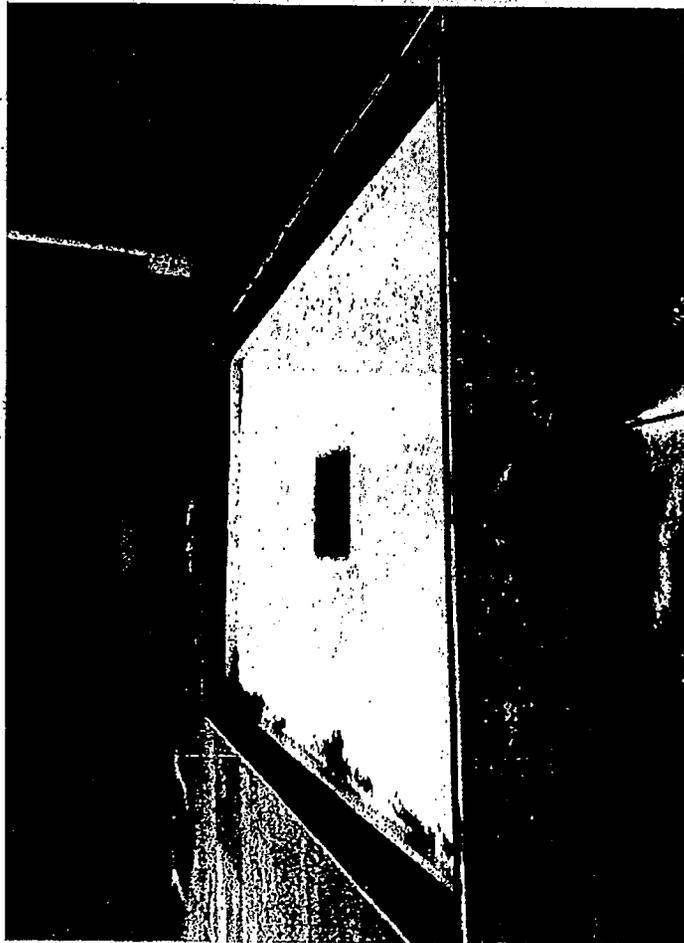
Leaving a Legacy

Existing Facility - Basin



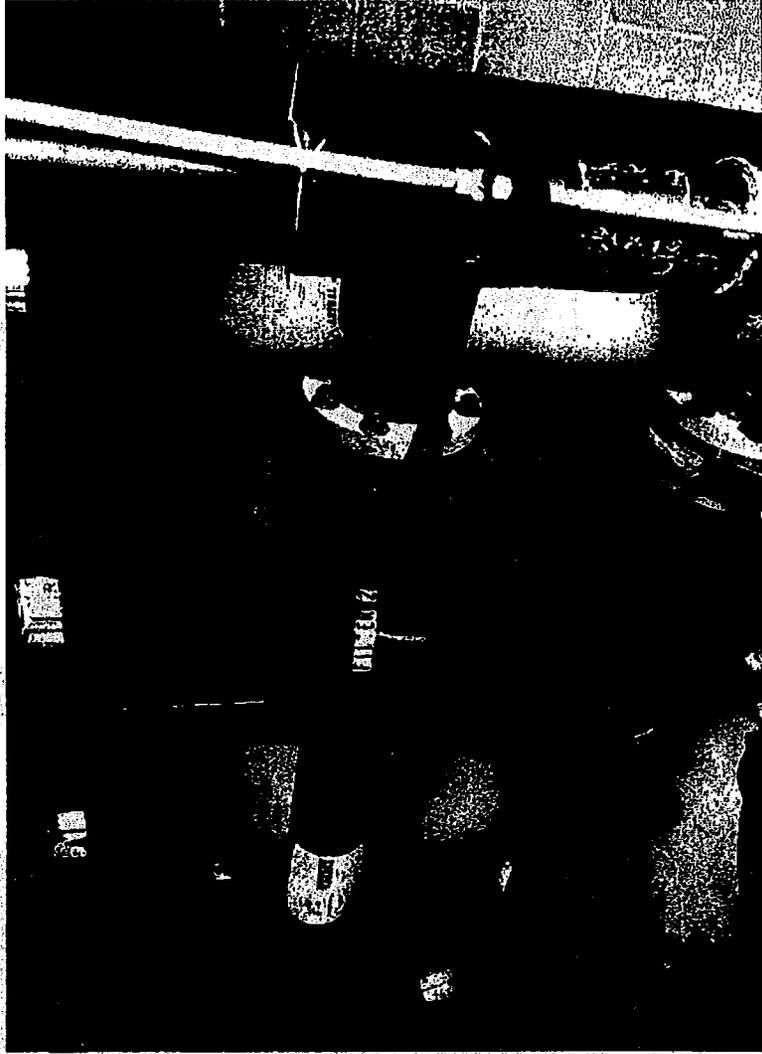
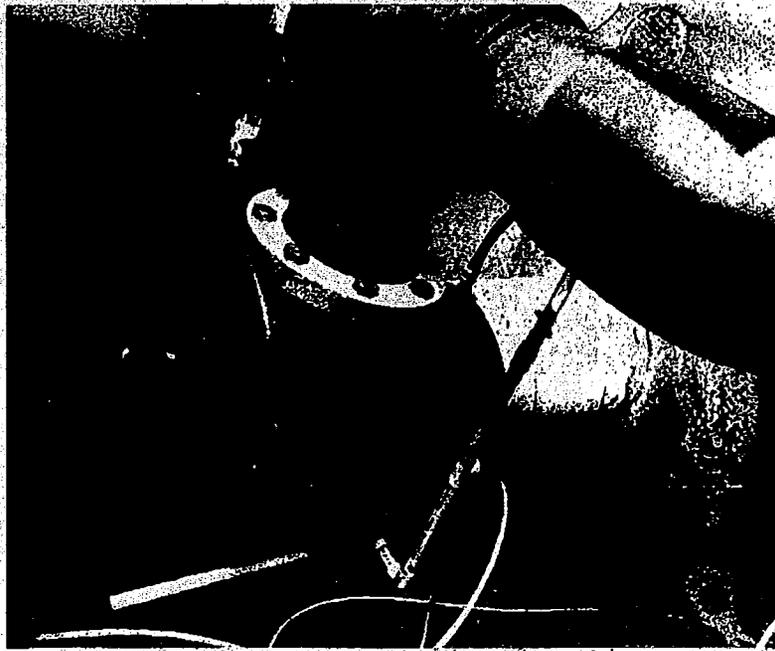
Leaving a Legacy

Existing Facility - Amenities



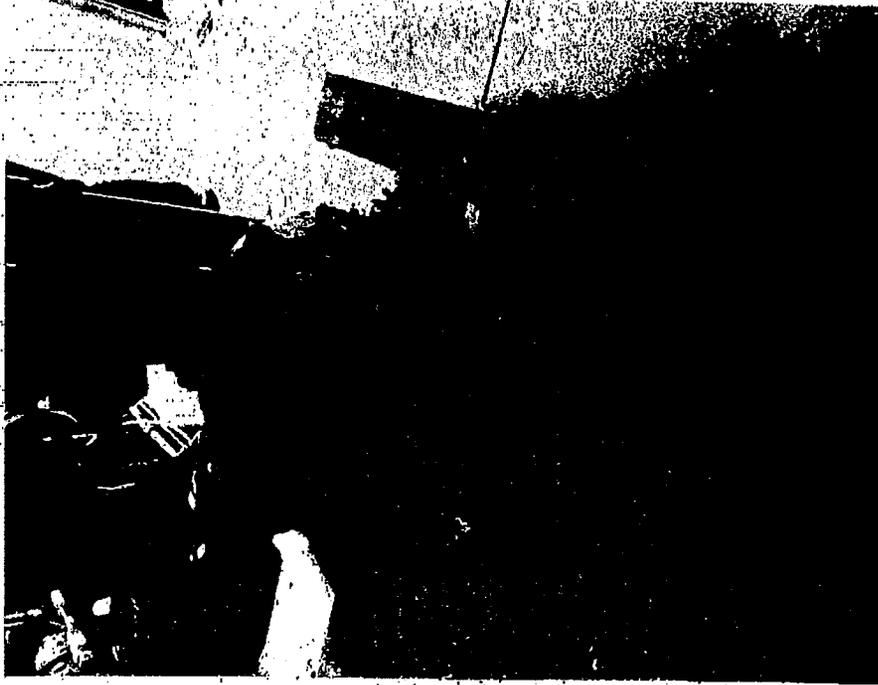
Leaving a Legacy

Existing Facility - Piping



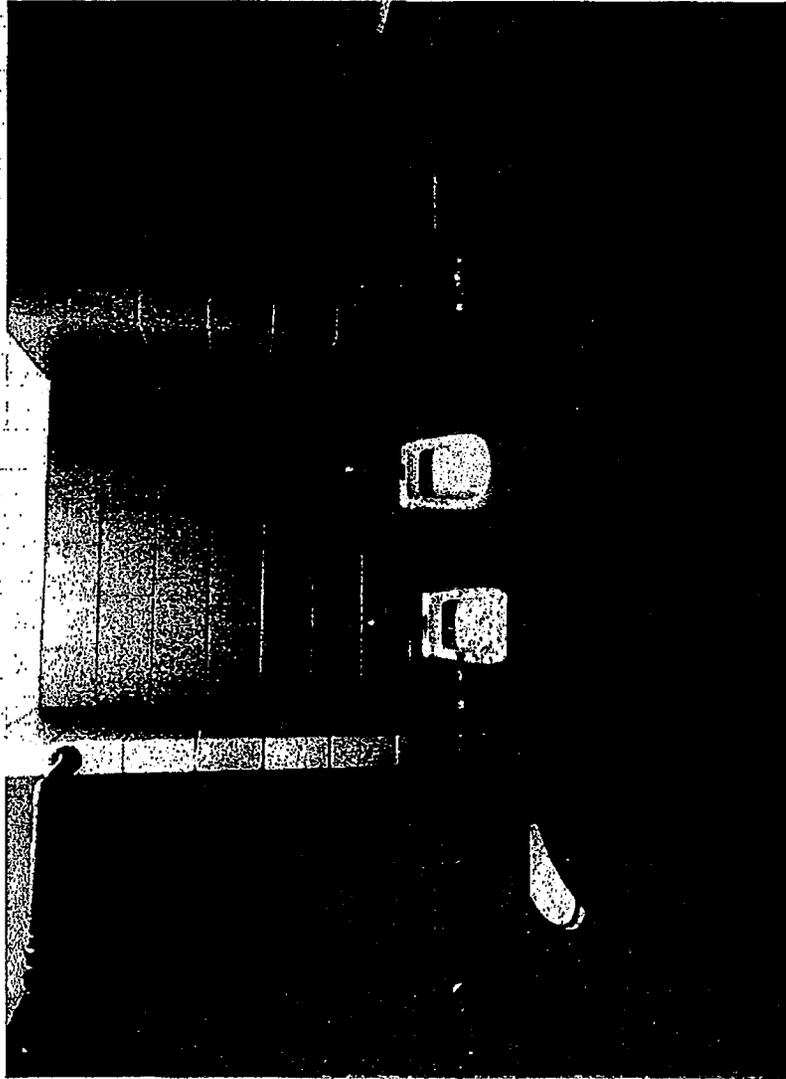
Leaving a Legacy

Existing Facility - Piping



Leaving a Legacy

Existing Facility - Changing Areas



Leaving a Legacy

Repairs – Opinion of Cos



1	Anticipated remaining life existing pool basin is 10 to 15 years.	\$750,000 to \$1,000,000
2	Deck should be repaired to eliminate tripping and water ponding	\$50,000 to \$100,000
3	Wading pool should be made ADA compliant	\$10,000 to \$20,000
4	Wading pool should be isolated	\$25,000 to \$50,000
5	Replace water slide handrail	\$1,000 to \$2,000
6	Anticipated remaining life existing filtration system is 10 to 15 years	\$50,000 to \$100,000
7	Anticipated remaining life existing disinfection system is 5 to 10 years	\$10,000 to \$20,000
8	Anticipated remaining life existing heater system is 0 years	\$25,000 to \$50,000
9	Renovation for ADA compliant lavatories	\$10,000 to \$20,000
10	Renovation for ADA compliant toilets	\$10,000 to \$20,000
11	Renovation for ADA compliant showers	\$5,000 to \$10,000
	Total	\$946,000 to \$1,392,000

Estimated Costs



Construction Cost:
\$4.6 to \$5.0 million

Annual Operation:

Staff – \$50,000

Water – \$5,000

Electrical – \$3,500

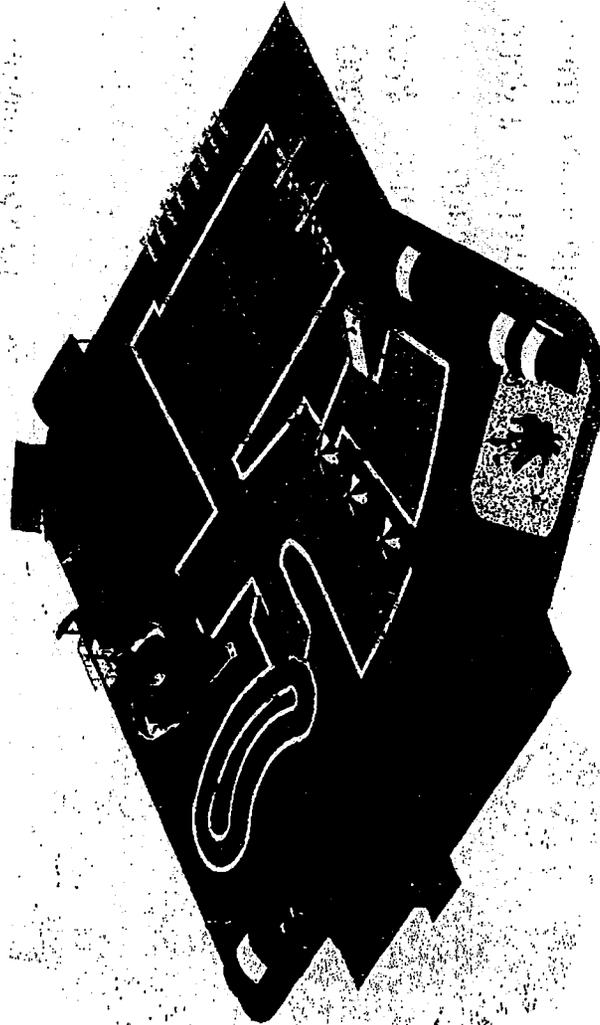
Wastewater – \$500

Gas – \$500

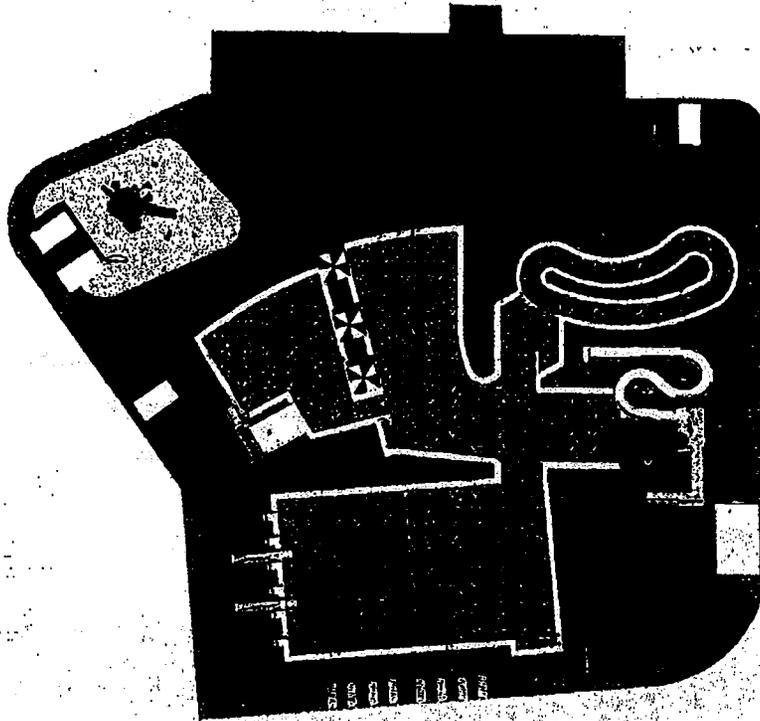
Chemicals – \$7,500

Maintenance Fund – \$10,000

TOTAL = \$77,000



Waverly Swimming Pool
Operational Projection Summary
- August 2019 -



Summer Expense Projections

Staff	\$	49,522
Water	\$	4,866
Electrical	\$	3,128
Wastewater	\$	563
Natural Gas	\$	328
Chemicals	\$	5,227
	\$	63,635

Maintenance Expense Projections

Equipment Replacement Fund	\$	12,250
Equipment & Supplies	\$	1,500
Maintenance & Repair Fund	\$	4,000
	\$	17,750



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BY WATSON
 Formerly Larkin Associates

Waverly Swimming Pool
Detailed Expense Projections
Summer Operations
 - August 2019 -

Hours of Operation		
Monday - Sunday	1:00 PM - 7:00 PM	42 Hr per wk

Item	Total Expense
Staff	\$ 49,522

Description	No. Required	Hrs/Wk	Weeks of Operation	Unit Cost		
Aquatic Manager (Full Time)	1	40	10	\$9.00	\$	3,600
Lifeguards (Part Time)	9	42	10	\$9.50	\$	35,910
Instructors (Part Time)	0	0	0	\$0.00	\$	-
Desk attendant (Part Time)	0	0	12	\$7.25	\$	-
Concession room attendant (Part Time)	1	49	10	\$7.25	\$	3,553
Payroll tax/insurance	-	-	-	15%	\$	6,459

Water	Seasonal \$ 4,866
--------------	--------------------------

Description	Rate (gpm)	Duration (minutes)	Frequency (per month)	Gallons Used per Month
Backwash Main Pool Filter	750	10	4	30,000
Pool Make-up	10	300	30	90,000
Clean-up				15,000
Bathhouse	1.1		1000	1,100
Fill Main Pool (Once per year)			1	200,000
Water Rate: 8.00 \$/1000 gallons				Total 336,100

Electrical	Seasonal \$ 3,128
-------------------	--------------------------

Description		kWh	Hours Per Days	Days	kWh per Month
Recirculation Pump (Main Pool)	10 hp	9,947	24	30	7,162
Slides	30 hp	29,840	6	30	5,371
Current channel	10 hp	9,947	6	30	1,790
Play features and sprays	5 hp	4,973	6	30	895
Miscellaneous		3	24	30	2,160
Assumed Rate: \$0.06 per kWh					Total 17,378

Wastewater	Seasonal \$ 563
-------------------	------------------------

Description	Rate (gpm)	Duration (minutes)	Frequency (per month)	Gallons per Month
Backwash Main Pool Filters	750	10	8	60,000
Bathhouse Sanitary	1.1		1000	1,100
Base Rate: \$ 3.07 per 1000 gallons				Total 61,100

Natural Gas	Seasonal \$ 328
--------------------	------------------------

Description	BTU/hr	Days	Ave Hrs Per Day	CCF Per Day	Unit Cost \$ per CCF	
Domestic Water Heater	60,000	90	8	5	\$ 0.75981	\$ 328
Pool Boiler in May	0	10	6	-	\$ 0.75981	\$ -
Pool Boiler in June	0	15	6	-	\$ 0.75981	\$ -
Pool Boiler in July	0	30	2	-	\$ 0.75981	\$ -
Pool Boiler in August	0	30	2	-	\$ 0.75981	\$ -
Charge + Delivery Rate: \$0.75981 CCF						

Chemicals	Seasonal \$ 5,227
------------------	--------------------------

Description	Volume	lbs	ppm of FAC/day	lb of FAC/day	gal 12% w/w bleach/day	\$/gallon	Monthly
Chlorine (Main Pool)	200,000	1,669,000	12	20.03	21.45	\$ 1.80	\$ 1,158
pH Adjustment	200,000			45	\$ 2.00	\$ 5	\$ 450

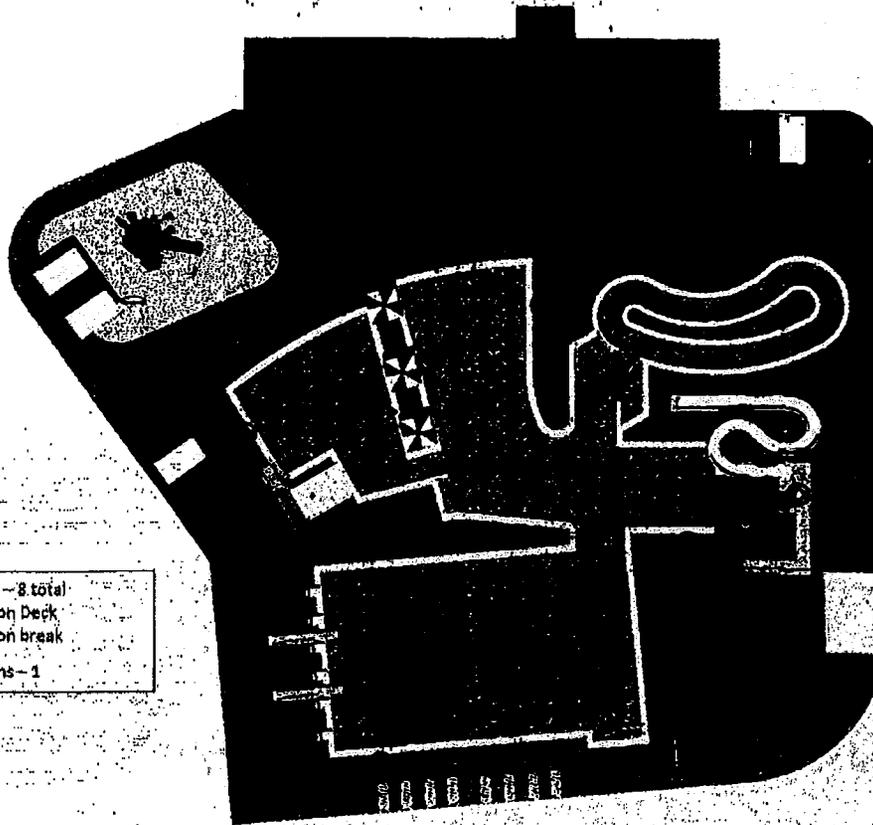
Equipment & Supplies	\$ 1,500
Maintenance supplies	\$ 250
Cleaning supplies	\$ 250
First aid supplies	\$ 250
Spare parts	\$ 250
Furniture & Equipment	\$ 500

Maintenance & Repair Fund	\$ 4,000
Seasonal	\$ 2,000
Emergencies	\$ 2,000

Equipment Replacement Fund			\$ 12,250
	Replacement Cost	Life	Per Year
Filter System	\$ 50,000	20 years	\$ 2,500
Pumps	\$ 15,000	20 years	\$ 750
Deck repairs	\$ 10,000	10 years	\$ 1,000
Deck equipment and furniture	\$ 5,000	2 years	\$ 2,500
Pool painting and caulking	\$ 20,000	4 years	\$ 5,000
Pool features (interactive features, floatables, etc.)	\$ 5,000	10 years	\$ 500

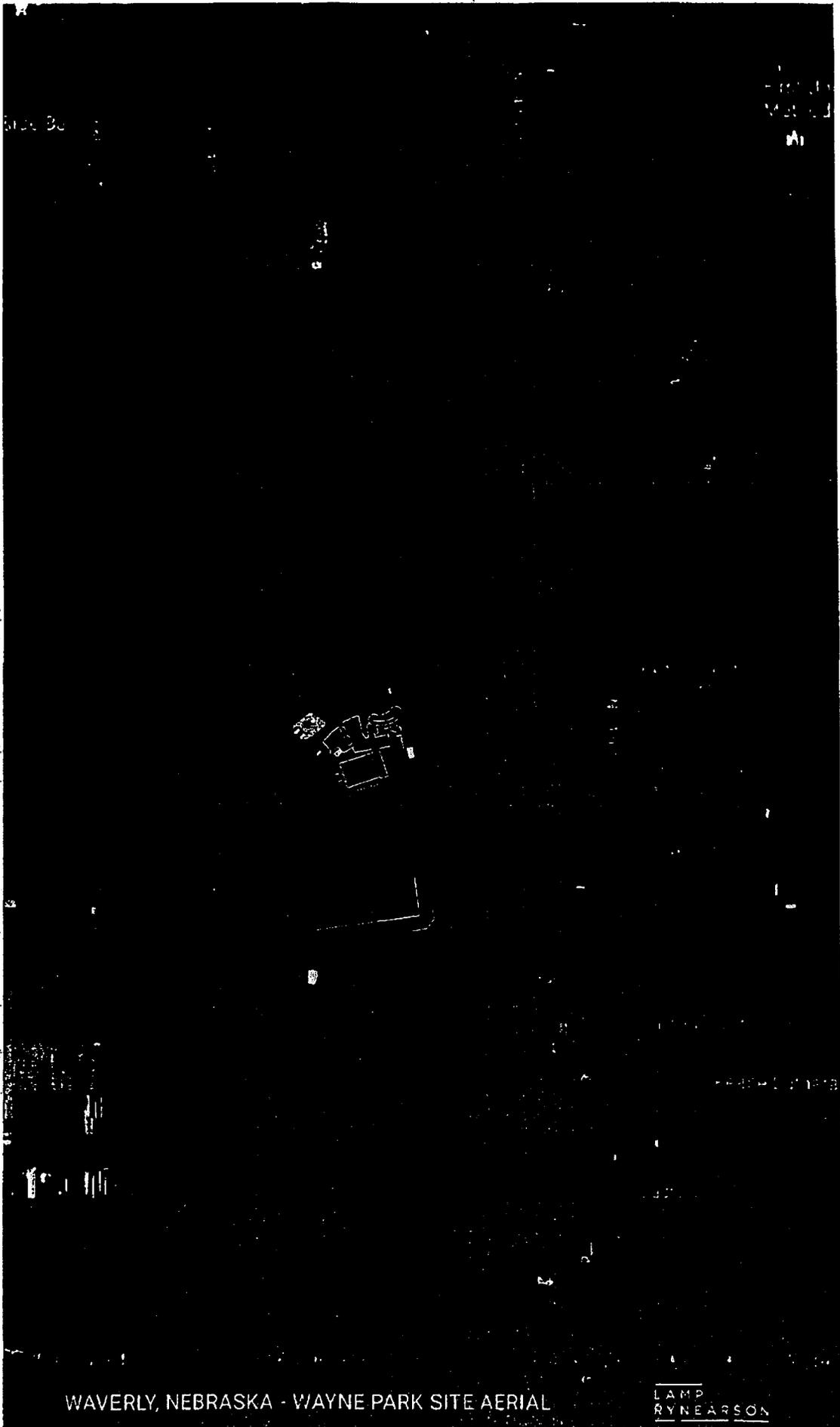
Waverly Swimming Pool

Summer Staffing Projections



Lifeguards -- 8 total
7 on Deck
1 on break
Concessions -- 1

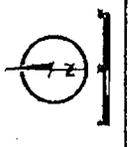
 Lifeguard staff
 Concession staff



WAVERLY, NEBRASKA - WAYNE PARK SITE AERIAL

LAMP
RYNEARSON

LAMP RYNEARSON
LANDSCAPE ARCHITECTS
1000 W. 14th St., Suite 100
Waverly, NE 68089
Tel: 402.841.1111
Fax: 402.841.1112
www.lampryneason.com



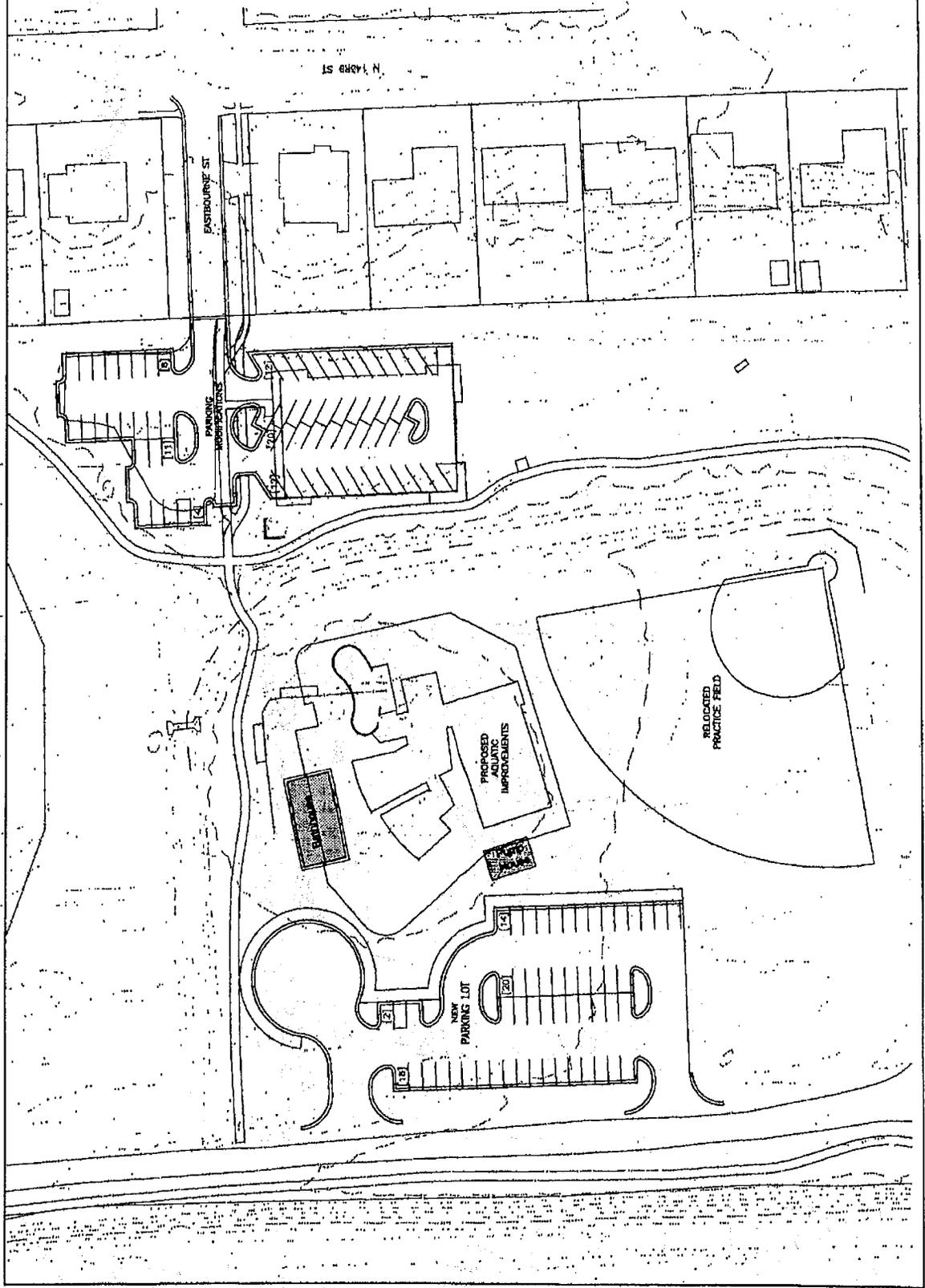
PRELIMINARY

DATE OF SHEET

WAYNE PARK SITE PLANNING
WAYNE PARK
SITE IMPROVEMENTS

NO. 1
NO. 2
NO. 3
NO. 4
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NO. 100

1 of 1



Working and SHOWN on 6/21/2011 for the City of Waverly, Nebraska. Drawing is based on latest information available.



9001 State Line Rd., Ste. 200
 Kansas City, MO 64114
 [P] 816.361.0440
 [F] 816.361.0045
 LampRynearson.com

Project No. 0319039.01

Date 1/21/2020

**Engineer's Estimate of Probable Construction Costs
 Wayne Park Aquatic Center - Site Improvements
 Waverly, Nebraska**

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	L.S.	1	\$ 15,000.00	\$ 15,000.00
2	Clearing, Grubbing, Demolition	L.S.	1	\$ 30,000.00	\$ 30,000.00
3	Erosion Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
4	Earthwork / Mass Grading / Finish Grading	C.Y.	10,000	\$ 4.00	\$ 40,000.00
5	West Access Drive Pavement (7" Concrete)	S.Y.	2,600	\$ 45.00	\$ 117,000.00
6	West Access Drive Base Rock (4")	S.Y.	1,100	\$ 6.00	\$ 6,600.00
7	Curb and Gutter (Vertical, 2' wide)	L.F.	1,970	\$ 20.00	\$ 39,400.00
8	Curb and Gutter (Vertical, 0.5' wide)	L.F.	230	\$ 15.00	\$ 3,450.00
9	Sidewalk (5")	S.F.	5,080	\$ 6.00	\$ 30,480.00
10	7" Concrete Pavement	S.Y.	4,540	\$ 45.00	\$ 204,300.00
11	4" Base Rock	S.Y.	4,540	\$ 6.00	\$ 27,240.00
12	Pavement Markings & ADA Signage	L.S.	1	\$ 5,000.00	\$ 5,000.00
13	Stormwater Management	L.S.	1	\$ 85,000.00	\$ 85,000.00
14	Site Utilities (Water and Sewer Service)	L.S.	1	\$ 19,800.00	\$ 19,800.00
15	Site Restoration (Seeding and Sodding)	L.S.	1	\$ 20,000.00	\$ 20,000.00
16	Landscaping	L.S.	1	\$ 15,000.00	\$ 15,000.00
17	Construction Staking	L.S.	1	\$ 8,000.00	\$ 8,000.00

Subtotal Construction Cost: \$ 676,270.00

Contingency (20%): \$ 135,254.00

Total Construction Cost: \$ 811,524.00

Notes:

- Grading assumes 18%+/- of net cut and fill over site (with a balanced site)
- Electrical service extensions are excluded
- Excludes meter fees
- Excludes demolition / reconfiguration of existing swimming pool facility

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.L.

RECOMMENDATION:

APPROVE NINE APPLICATIONS AUTHORIZING GREAT PLAINS COMMUNICATIONS TO OCCUPY CITY RIGHT OF WAY FOR THE PURPOSE OF INSTALLING UNDERGROUND CONDUIT THAT WILL HOUSE FIBER OPTIC CABLE AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

Great Plains Communications is asking permission to occupy City of McCook Right of Way for the placement of 2 inch conduit to install underground fiber optic cable in the following areas:

1. Running approximately 1,142 ft. in the alley between North Cherokee and Park Avenue, beginning approximately 169 feet west of the intersection of North Cherokee and Cheyenne Road and ending approximately 174 feet north of the Norris Avenue and Park Avenue intersection. This stretch will cross under Cheyenne Road and Seminole Drive.
2. Running approximately 933 ft. along the north edge of the City limits beginning approximately 186 feet north of the Elizabeth Lane and Louise Lane intersection and ending approximately 192 feet north of the Pawnee Drive and Courtney Lane intersection.
3. Running approximately 738 ft. in the alley between Sioux Road and Park Avenue, beginning approximately 521 feet west of the Seminole Drive and Kelley Park Drive intersection and ending approximately 154 south of the Seminole Drive and South Cherokee intersection. This stretch will cross under Seminole Drive and Parkview Drive.
4. Running approximately 952 ft. in the alley between South Cherokee and Centennial Drive, beginning approximately 148 feet south of the intersection of Seminole Drive and S Cherokee and ending approximately 776 east of the intersection of Kelley Park Drive.
5. Running approximately 1,596 ft. in the alley between Elizabeth Lane and North Cherokee, beginning approximately 171 ft. west of the intersection of Cheyenne Road and Elizabeth Lane and ending approximately 189 feet north of the Norris Avenue and North Cherokee intersection. This stretch will cross under Seminole Drive and Cheyenne Road.
6. Running approximately 300 ft. in the alley between Elizabeth Lane and North Cherokee, beginning approximately 176 ft. east of the intersection of North Cherokee and Seminole Drive and ending south 300 ft in the alley.
7. Running approximately 695 ft. along the north side of Cheyenne Road, beginning approximately 190 ft. east of the intersection of Cheyenne Road and Pawnee Drive and ending approximately 153 ft. east of the intersection of North Cherokee and Cheyenne Road. This stretch will cross under Pawnee Drive and Elizabeth Lane.
8. Running approximately 295 ft. in the alley between Sioux Road and North Cherokee, beginning approximately 462 ft. west of the alley between Seminole Drive and North Cherokee and ending approximately 295 ft. west in the alley.

9. Running approximately 330 ft. in the alley between North Cherokee and Park Avenue, beginning approximately 162 ft. east of the intersection of Park Avenue and Cheyenne Road and ending approximately 330 ft south in the alley.

This permit is only for City owned ROW. Great Plains will also be responsible for obtaining permits or permissions from all other property owners that will be utilized for this project.

Great Plains Communications has attached an aerial map to identify each of these locations. A \$2,500.00 performance guarantee has also been requested.

**FISCAL
IMPACT:** None.

APPROVALS:



Jesse Dutcher, Utilities Director

March 30, 2021



Kyle Potthoff, Public Works Director

March 30, 2021



Nate Schneider, City Manager

March 30, 2021



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3-25-2021
ADDRESS: 1009 West R St. PHONE: 402-278-2325
FAX: 308-364-9060 START DATE: April 2021 FINISH DATE: July 2021

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle)

Over-Cross

Under-Cross

Occupy

Miscellaneous

With a: (circle)

Water Line

Sewer Line

Gas Line

Telephone Line

(Underground Aerial)

Fiber

Tree Trimming/Removal

Grading

Other

Electric Line

(Underground Aerial)

Location: Beginning 169 feet (East West North South) of Intersection W Cherokee & Cheyenne Rd and ending (East West North South) 174 feet of Intersection Morris Ave & Park Ave. Approx 1,142 ft. total

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

Performance Guarantee: (Make Payable to City of McCook)

Amount: \$ _____ Check No. _____ Or FID No. _____

This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.

[Signature]
Applicant's Signature

Recommended By

Date

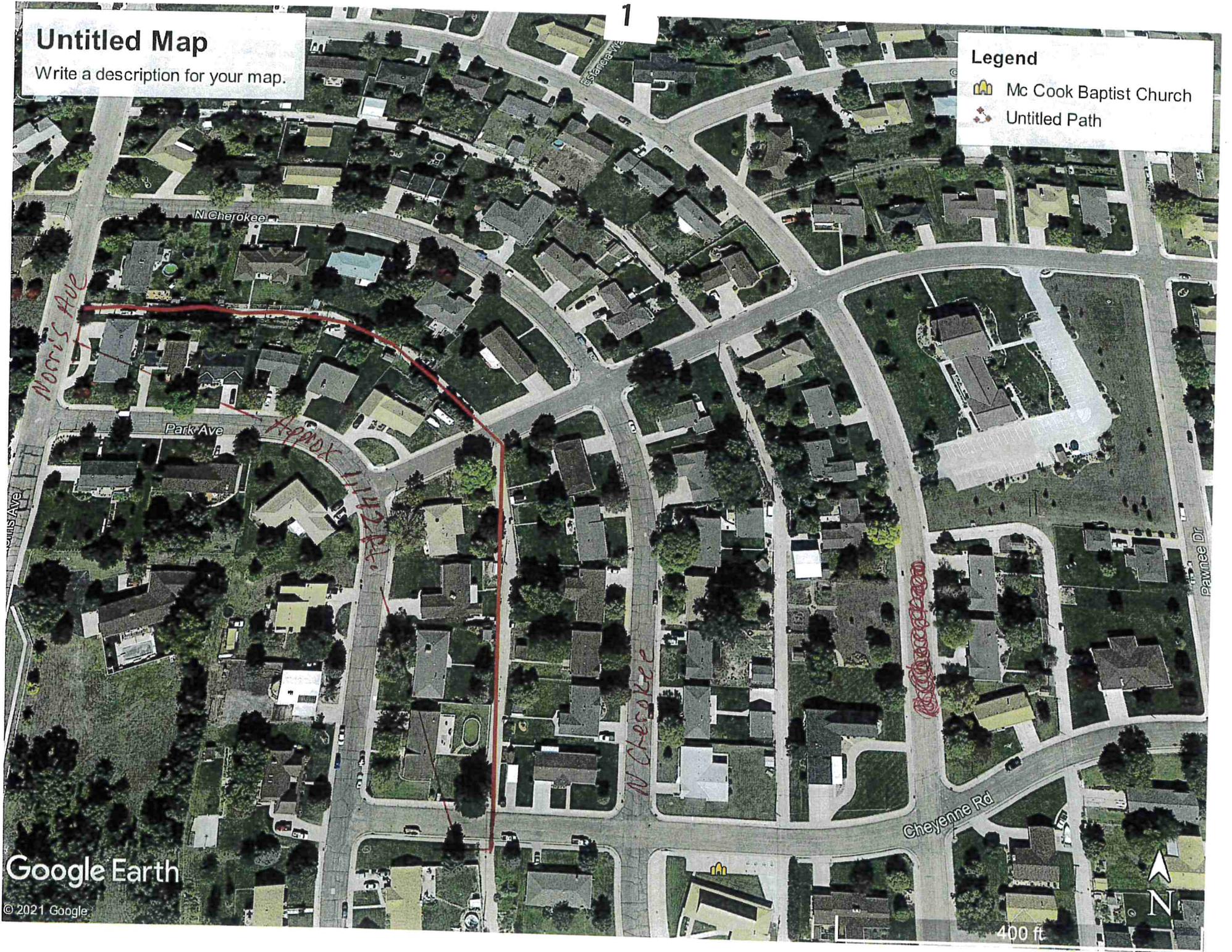
Director of Public Works Approval

Untitled Map

Write a description for your map.

Legend

-  Mc Cook Baptist Church
-  Untitled Path



Google Earth

© 2021 Google

400 ft





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FAX: 308-364-9060 START DATE: April 2021 FINISH DATE: July 2021

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle)

Over-Cross

Under-Cross

Occupy

Miscellaneous

With a: (circle)

Water Line

Sewer Line

Gas Line

Telephone Line

(Underground Aerial)

Tree Trimming/Removal

Grading

Other

Electric Line

(Underground Aerial)

Fiber

Location: Beginning 186 feet (East West North South) of Intersection Elizabeth Ln & Louise Ln and ending (East West North South) 192 feet of Intersection Powder Dr & Cousin Ln
Approx 933' Total

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

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[Signature]
Applicant's Signature

Recommended By

Date

Director of Public Works Approval

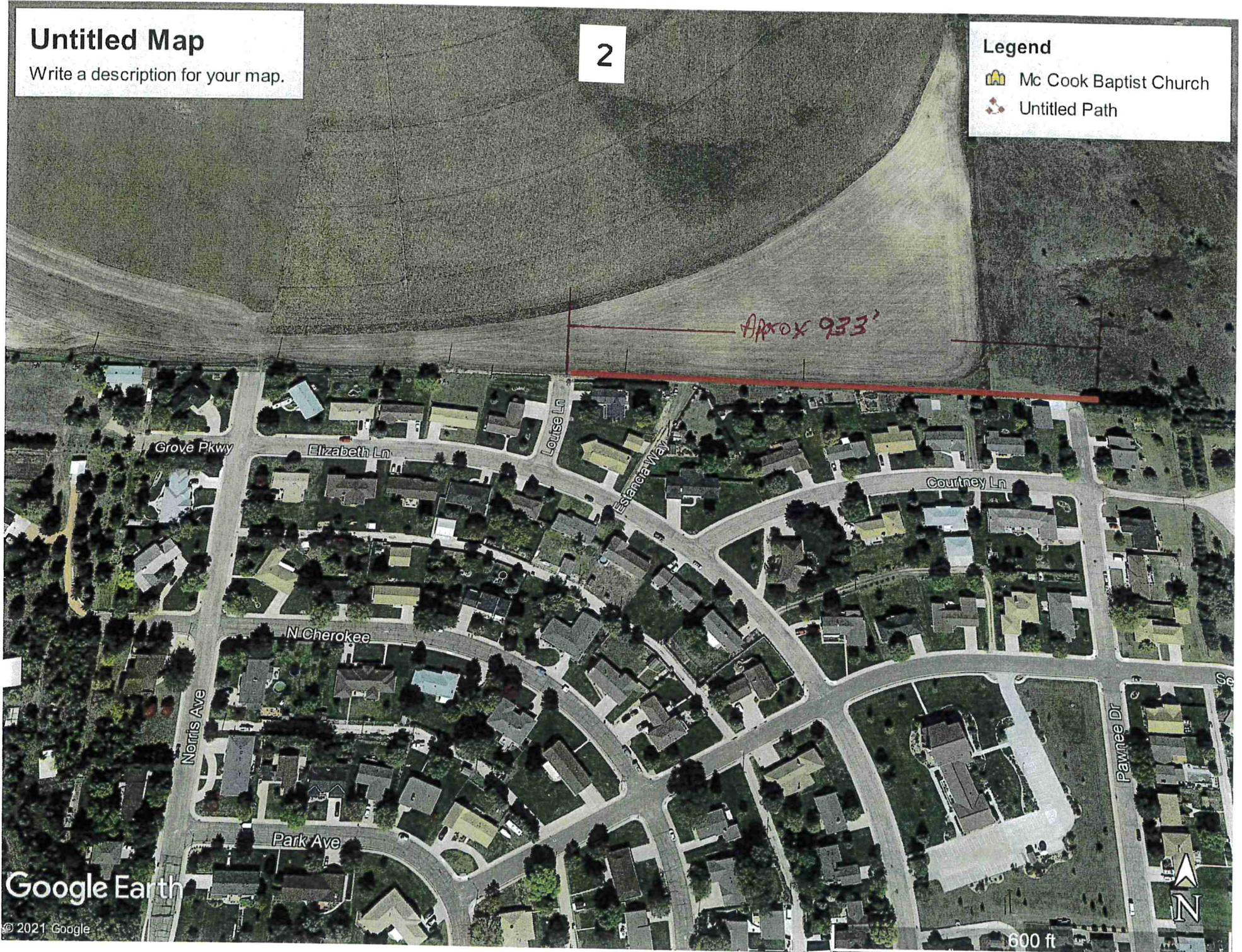
Untitled Map

Write a description for your map.

2

Legend

-  Mc Cook Baptist Church
-  Untitled Path



APPROX 933'

Google Earth

© 2021 Google

600 ft





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APPLICANT NAME: Great Plains Communications DATE: 3-25-2021
ADDRESS: 1009 West R St. PHONE: 402-278-2325
FAX: 308-364-9060 START DATE: April 2021 FINISH DATE: July 2021

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle) <input checked="" type="radio"/> Over-Cross <input type="radio"/> Under-Cross <input type="radio"/> Occupy <input type="radio"/> Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line Telephone Line <input checked="" type="radio"/> (Underground Aerial)	<input checked="" type="radio"/> Fiber Tree Trimming/Removal Grading Other Electric Line (Underground Aerial)
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Location: Beginning 521 feet (East West North South) of Intersection Seminole Dr & Kelley Park Dr and ending (East West North South) 154 feet of Intersection Seminole Dr & Scherockee. Approx 738' Total

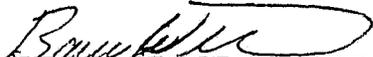
Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

Performance Guarantee: (Make Payable to City of McCook)

Amount: \$ _____ Check No. _____ Or FID No. _____

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Applicant's Signature

Recommended By _____

Date _____

Director of Public Works Approval _____

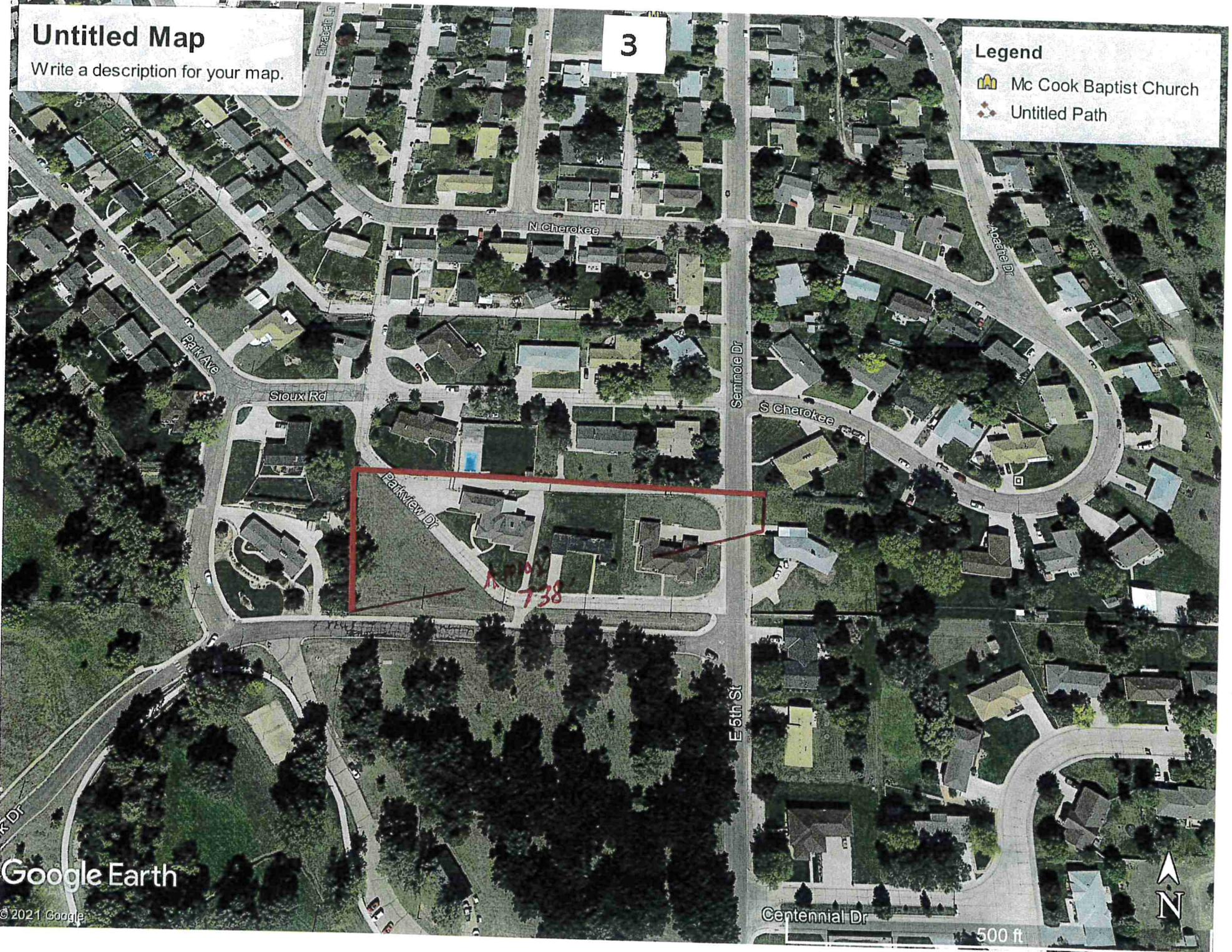
Untitled Map

Write a description for your map.

3

Legend

-  Mc Cook Baptist Church
-  Untitled Path



Google Earth

© 2021 Google



500 ft



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ADDRESS: 1009 West R St. PHONE: 402-278-2325
FAX: 308-364-9060 START DATE: April 2021 FINISH DATE: July 2021

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle)
<u>Over-Cross</u>
Under-Cross
Occupy
Miscellaneous

With a: (circle)
Water Line
Sewer Line
Gas Line
Telephone Line
<u>(Underground Aerial)</u>
Tree Trimming/Removal
Grading
Other
Electric Line
(Underground Aerial)

Location: Beginning 148 feet (East West North South) of Intersection Seminole Dr + S Cherokee and ending (East West North South) 226 feet of Intersection Park Dr + Seminole Dr. Approx 952' Total

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

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Applicant's Signature

Recommended By _____

Date _____

Director of Public Works Approval _____

Untitled Map

Write a description for your map.

4

Legend

- Untitled Path
- Wilcox Wood Art



Google Earth

© 2021 Google

400 ft





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FAX: 308-364-9060 START DATE: April 2021 FINISH DATE: July 2021

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Type: (circle) <input checked="" type="radio"/> Over-Cross <input type="radio"/> Under-Cross <input type="radio"/> Occupy <input type="radio"/> Miscellaneous	With a: (circle) <input type="radio"/> Water Line <input type="radio"/> Sewer Line <input type="radio"/> Gas Line <input checked="" type="radio"/> Telephone Line <input type="radio"/> (Underground Aerial)	<input type="radio"/> Tree Trimming/Removal <input type="radio"/> Grading <input type="radio"/> Other <input type="radio"/> Electric Line <input type="radio"/> (Underground Aerial)
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Location: Beginning 171 feet (East West North South) of Intersection Cheyenne Rd & Elizabeth Ln and ending (East West North South) 189 feet of Intersection Morris Ave & N Cherokee Approx 1,596' total

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

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[Signature]
Applicant's Signature

Recommended By _____

Date _____

Director of Public Works Approval _____

Untitled Map

Write a description for your map.

5

Legend

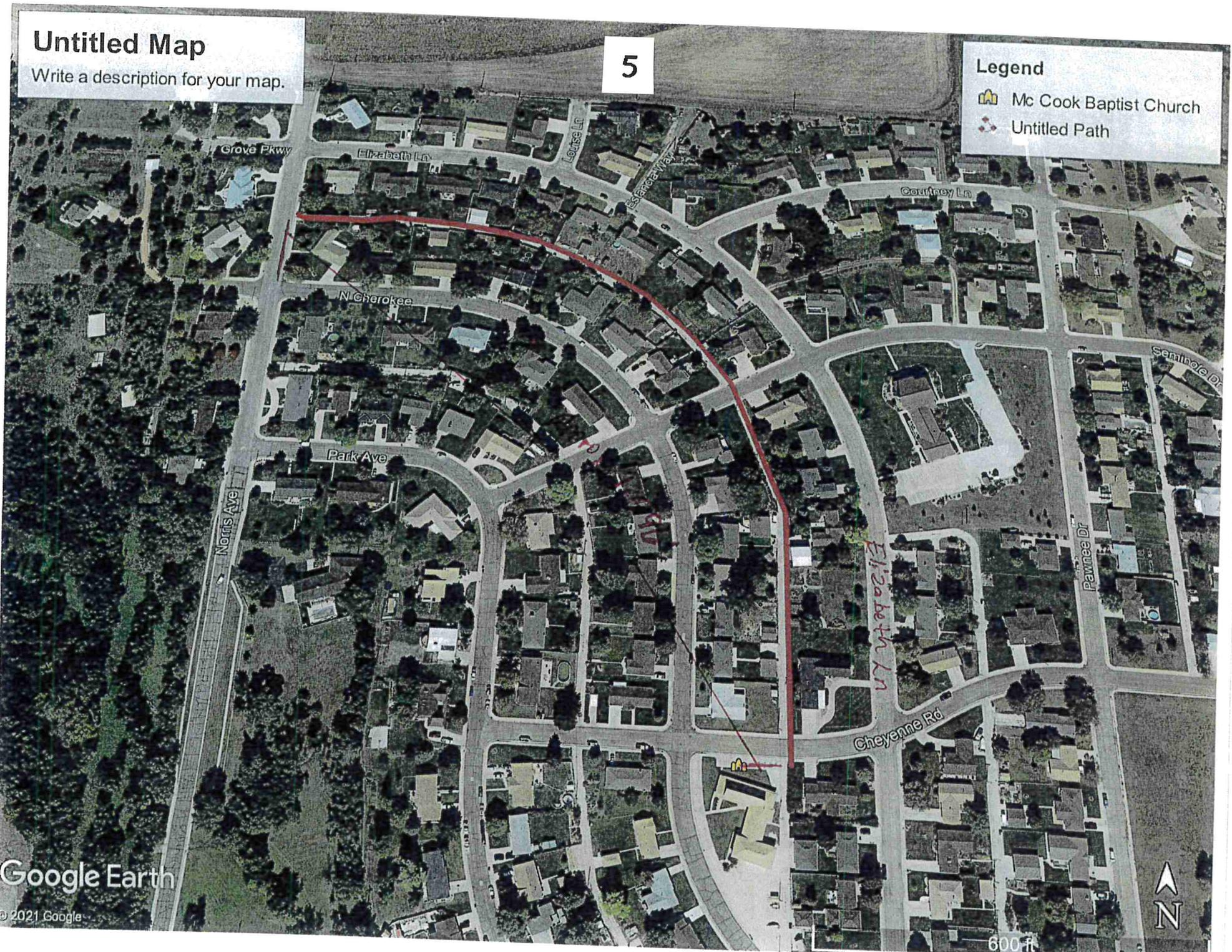
-  Mc Cook Baptist Church
-  Untitled Path

Google Earth

© 2021 Google



600 ft





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APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3-29-2021
ADDRESS: 1009 West B McCook PHONE: 402-278-2325
FAX: 308-364-9220 START DATE: April 2021 FINISH DATE: July 2021

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle) <input checked="" type="radio"/> Over-Cross <input type="radio"/> Under-Cross <input type="radio"/> Occupy <input type="radio"/> Miscellaneous	With a: (circle) <input type="radio"/> Water Line <input type="radio"/> Sewer Line <input type="radio"/> Gas Line <input checked="" type="radio"/> Telephone Line (Underground) <input type="radio"/> Aerial	<input type="radio"/> Tree Trimming/Removal <input type="radio"/> Grading <input type="radio"/> Other <input type="radio"/> Electric Line (Underground) <input type="radio"/> Aerial
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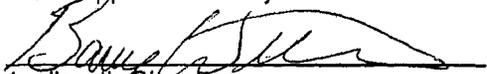
Location: Beginning 176 feet (East West North South) of Intersection N Cherokee St
Seminole Dr and ending (East West North South) 300 feet of Intersection
In alley

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. **The Applicant may cancel the permit with written notification** at any time prior to beginning work on right-of-way.

Performance Guarantee: (Make Payable to City of McCook)

Amount: \$ _____ Check No. _____ Or FID No. _____
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Applicant's Signature

Recommended By _____ Date _____ Director of Public Works Approval _____

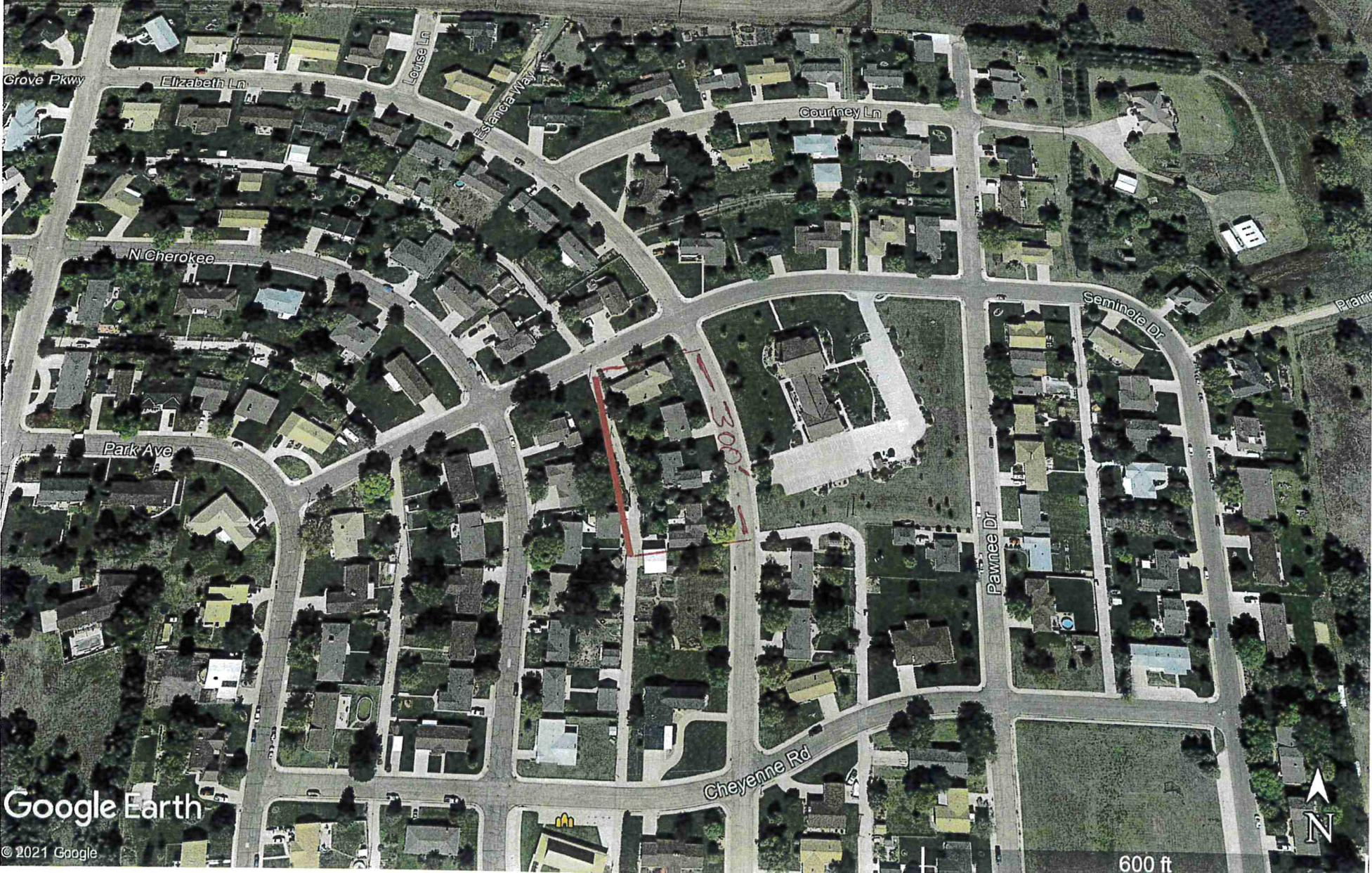
Untitled Map

Write a description for your map.

6

Legend

-  Mc Cook Baptist Church
-  Untitled Path



Google Earth

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600 ft





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APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3-29-2021
ADDRESS: 1009 West B McCook PHONE: 402-278-2325
FAX: 308-364-9220 START DATE: April 2021 FINISH DATE: July 2021

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle)
<input checked="" type="radio"/> Over-Cross
<input type="radio"/> Under-Cross
<input type="radio"/> Occupy
<input type="radio"/> Miscellaneous

With a: (circle)
<input type="radio"/> Water Line
<input type="radio"/> Sewer Line
<input type="radio"/> Gas Line
<input checked="" type="radio"/> Telephone Line
(Underground Aerial)
<input type="radio"/> Tree Trimming/Removal
<input type="radio"/> Grading
<input type="radio"/> Other
<input type="radio"/> Electric Line
(Underground Aerial)

Location: Beginning 190' feet (East West North South) of Intersection Lauree Dr and ending (East West North South) 153' feet of Intersection N Cherokee & Cheyenne Rd. 695' Total

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

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[Signature]
Applicant's Signature

Recommended By _____ Date _____ Director of Public Works Approval _____

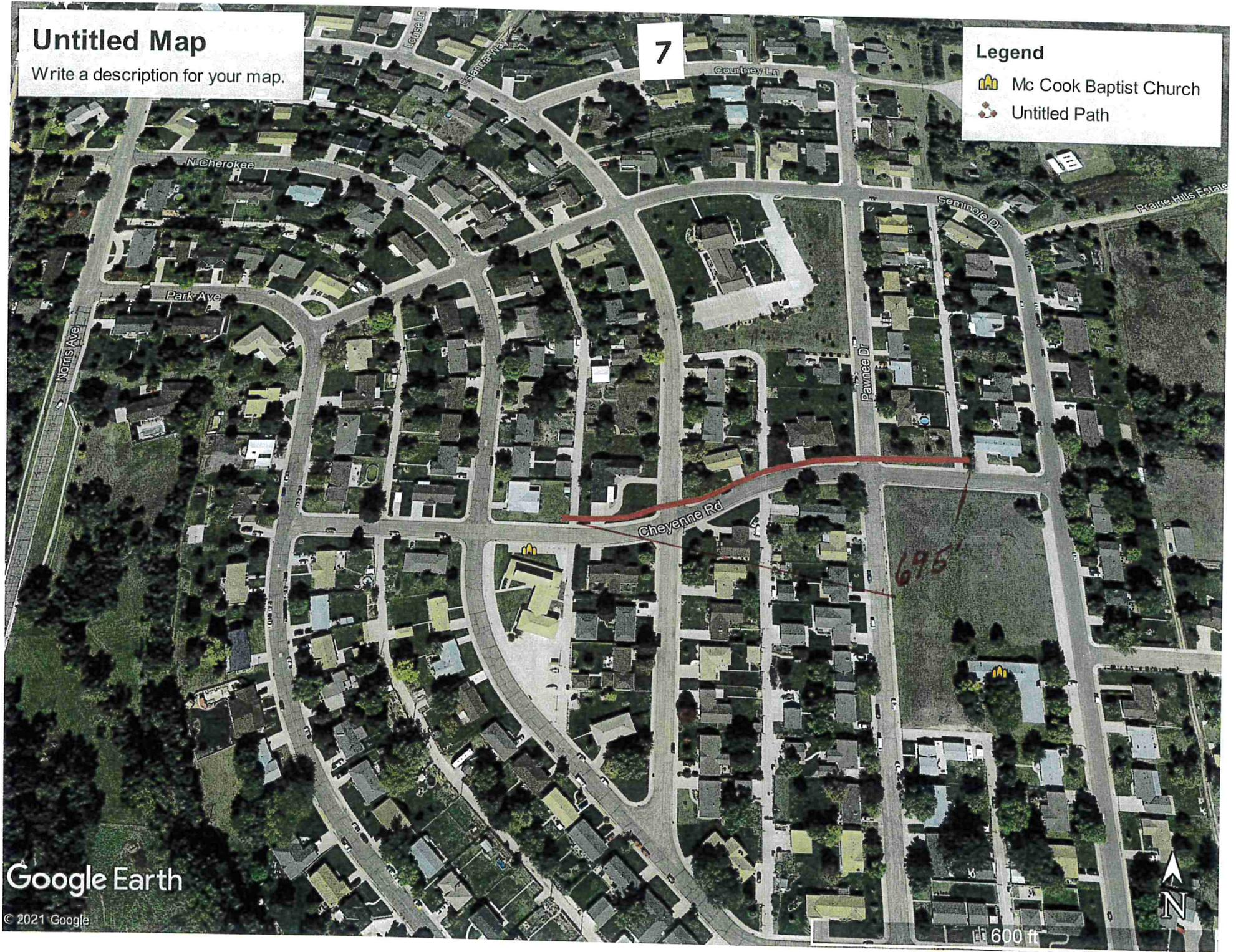
Untitled Map

Write a description for your map.

7

Legend

-  Mc Cook Baptist Church
-  Untitled Path





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FAX: 308-364-9220 START DATE: April 2021 FINISH DATE: July 2021

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Type: (circle) <input checked="" type="radio"/> Over-Cross <input type="radio"/> Under-Cross <input type="radio"/> Occupy <input type="radio"/> Miscellaneous	With a: (circle) <input type="radio"/> Water Line <input type="radio"/> Sewer Line <input type="radio"/> Gas Line <input checked="" type="radio"/> Telephone Line (Underground) <input type="radio"/> Aerial	<input type="radio"/> Tree Trimming/Removal <input type="radio"/> Grading <input type="radio"/> Other <input type="radio"/> Electric Line (Underground) <input type="radio"/> Aerial
--	--	--

Location: Beginning 462 feet (East West North South) of Intersecting Semindale Dr & Cherokee and ending (East West North South) 295 feet of Intersection In Alley

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. **The Applicant may cancel the permit with written notification** at any time prior to beginning work on right-of-way.

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[Signature]
Applicant's Signature

Recommended By _____ Date _____ Director of Public Works Approval _____

Untitled Map

Write a description for your map.

8

Legend

-  Mc Cook Baptist Church
-  Untitled Path



Google Earth

© 2021 Google

400 ft





APPLICATION TO OCCUPY RIGHT-OF-WAY

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ADDRESS: 1009 West B McCook PHONE: 402-278-2325
FAX: 308-364-9220 START DATE: April 2021 FINISH DATE: July 2021

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Type: (circle) <input checked="" type="radio"/> Over-Cross <input type="radio"/> Under-Cross <input type="radio"/> Occupy <input type="radio"/> Miscellaneous	With a: (circle) <input type="radio"/> Water Line <input type="radio"/> Sewer Line <input type="radio"/> Gas Line <input checked="" type="radio"/> Telephone Line (Underground Aerial)	<input type="radio"/> Tree Trimming/Removal <input type="radio"/> Grading <input type="radio"/> Other <input type="radio"/> Electric Line (Underground Aerial)
--	--	--

Location: Beginning 162 feet (East West North South) of Intersection Park Ave & Cheyenne Rd and ending (East West North South) 330 feet of Intersection 209104

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

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[Signature]
Applicant's Signature

Recommended By _____ Date _____ Director of Public Works Approval _____

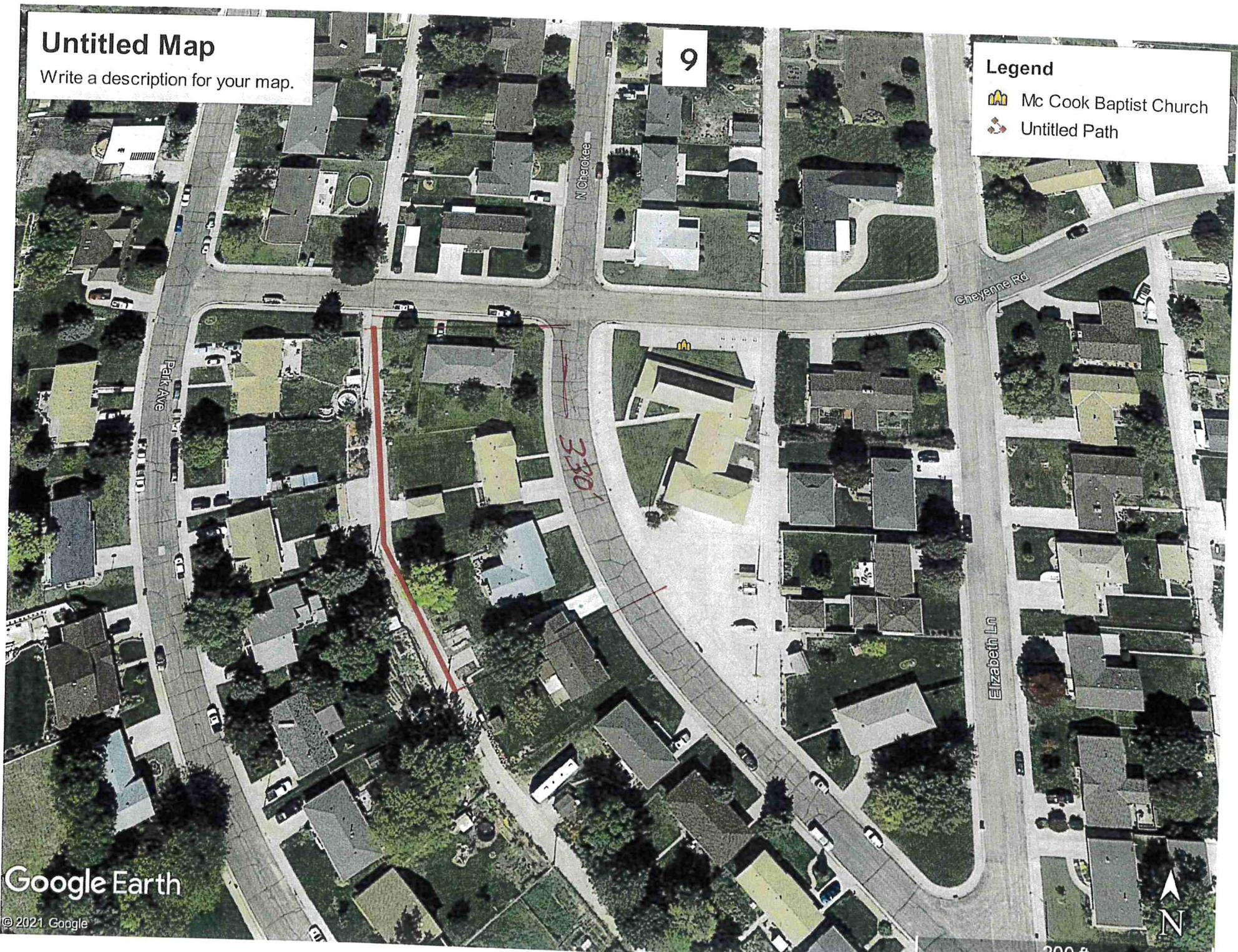
Untitled Map

Write a description for your map.

9

Legend

-  Mc Cook Baptist Church
-  Untitled Path



Google Earth

© 2021 Google

200 ft



**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.M.

RECOMMENDATION:

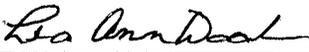
Receive and file the minutes of the January 13, 2021 Library Advisory Board meeting.

BACKGROUND:

Receive minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 31, 2021

McCook Public Library Advisory Board Meeting Minutes January 13, 2021 at 4:00 PM CDT

A copy of the Open Meetings Act is posted by the white board on the west wall of the meeting room in the library basement.

1. **Call to order / attendance:** Mary Dueland called the meeting to order with Jody Crocker, Kevin Cochran, Staci Blomstedt, Sharon Bohling, and Pam Wolford in attendance.
2. **Opportunity for Comments from the Public:** No one from the public was present.
3. Notice of the meeting was given in advance thereof by publication in the *McCook Gazette* on January 8, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also give to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.
4. **Read and Approve November 11, 2020 meeting minutes:** Minutes stand approved 4-0 with no corrections or additions.
5. **Open discussion from board members on items not on the agenda:** None
6. **Director's Report and update on upcoming activities:** A Christmas promotion was held for preschool kids, "1000 Books" kids, and K-5 children. City employees donated \$300 to the library to be used for the gifts that were presented. 2. The library's Bazaar Sale brought in a few hundred dollars. Some remaining items will be donated to other small libraries. 3. New shelving that was ordered has arrived and will be put in place soon. 4. SWNP Health Department has asked the library to help people register for vaccinations. A few people have come in to register. 5. HVAC is up and running. Protective fences are up. 6. Another promotion will be held in February for the preschool kids, "1000 Books", and K-5 children. Jody has purchased the items. 7. Library health regulations will remain the same for the current time.
7. **Unfinished Business:**

Innovation Studio: The tentative dates have been changed for Innovation Studio to be delivered here. March 1, 2021, they will be here to train mentors. The Studio will be here through July.

Presentations: For "Make It and Take It" presentations, January 26 and another date in March will be made via ZOOM for the summer reading program. The theme is "Tails and Tales". The program is designed to be held inside, outside, or via ZOOM.
8. **New Business:**

Graff Charitable Foundation: Peggy Bean asked for a letter requesting that the library apply for money from the Foundation. The library received a check for \$5000 to be used for programming.

New Hire: The new person hired is Kristin Henderson. She will do circulation and she was able to train with Dorothea for three weeks.

Accreditation: The library's re-accreditation has been delayed until 2024.

Birdella Nelson Technology Center: Mary showed us a flyer to be shared with patrons and donors who may be interested in the future of the Technology Center via financial support, volunteerism or donation of other items. The entire first installment from E. Ben Nelson has been received.

9. **Set date for next board meeting:** March 10, 2021 at 4 PM

10. **Meeting adjournment:** A motion to adjourn was made by Kevin at 4:35.

Secretary: Sharon Bohling, acting secretary
Pamela L. Wolford

CITY MANAGER'S REPORT
APRIL 5, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 4.N.

Adopt Resolution No. 2021- 69 approving the execution of an agency agreement, and other supporting documents, with the Nebraska Department of Transportation - Division of Aeronautics for the development of an Airport Layout Plan with said project to be submitted by the Department of Transportation to the Federal Aviation Administration to obtain federal assistance for the development of the airport.

BACKGROUND:

The City of McCook is in the process of securing Federal Aviation Administration funds to cover the costs associated with an Airport Layout Plan project. In order to receive the federal funds, the City of McCook is required to enter into an agency agreement with the Nebraska Department of Transportation. The Nebraska Department of Transportation will serve as the conduit between the Federal Aviation Administration and the City of McCook. The agreement is included with this report and is included as an attachment to the proposed Resolution.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2021



Nate Schneider, City Manager

March 30, 2021



Kyle Potthoff, Public Works Director

March 30, 2021

RESOLUTION NO. 2021-09

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS OF THE STATE OF NEBRASKA FOR PROJECT NO. 3-31-0052-018 TO BE SUBMITTED BY THE DIVISION TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City of Mc Cook, Nebraska, that:

1. The City of McCook shall enter into an Agency Agreement with the Division of Aeronautics for Project No. 3-31-0052-018 for the purpose of obtaining Federal assistance in the development of the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of the City of McCook is hereby authorized and directed to execute said Agency Agreement on behalf of the City, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "0".

PASSED AND APPROVED THIS 5th day of April, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Resolution No. _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY OF MC COOK,
NEBRASKA, SPONSOR OF MC COOK BEN NELSON REGIONAL AIRPORT, HELD ON
_____, 2021.

The following resolution was introduced by _____, read in full, seconded by
_____ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN
AGENCY AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION-
DIVISION OF AERONAUTICS OF THE STATE OF NEBRASKA FOR PROJECT
NO. 3-31-0052-018 TO BE SUBMITTED BY THE DIVISION TO THE FEDERAL
AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR
THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City of Mc Cook, Nebraska, that:

1. The City of McCook shall enter into an Agency Agreement with the Division of Aeronautics for Project No. 3-31-0052-018 for the purpose of obtaining Federal assistance in the development of the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of the City of McCook is hereby authorized and directed to execute said Agency Agreement on behalf of the City, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, ____ voted yea, and ____ voted nay, and the resolution therefore was declared passed and approved on _____, 2021.

ATTEST: _____
City Clerk

Mayor

AGENCY AGREEMENT

Project No. 3-31-0052-018

This is an agreement between the City of Mc Cook, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation- Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Mc Cook Ben Nelson Regional Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation- Division of Aeronautics this 24th day of March, 2021.



Director

Executed by the City of Mc Cook, Nebraska, this ___ day of _____, 2021 .

City Clerk

Mayor

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to 2 CFR Part 200 – States and Local Governments and Indian Tribe Indirect Proposals (formerly found in OMB A-87).

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

**CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING**

ITEM: 4.O.

Approve the application for a Special Designated Liquor License submitted by MO Dough, LLC, Liquor License #IK-057785, for a wedding reception to be held at the Red Willow County Fair Grounds 4H Building, 1412 West 5th Street, on June 5, 2021 from 8:00 A.M. to 1:00 A.M.

BACKGROUND:

MO Dough will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 1, 2021



Nathan A. Schneider, City Manager

April 1, 2021

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

MO Dough LLC

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

312 Norris Ave

Retail Liquor License Address or Non-Profit Business Address

Class IK 057785

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6/5/21

Event Date(s): _____

Event Start Time(s): 8 a.m. _____

Event End Time(s): 1 a.m. _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 4H Building fairgrounds

Event Street Address/City: 1412 West 5th Street McCook, NE 69001

Indoor area to be licensed in length & width: 140 X 48

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: Wedding Reception Estimate # of attendees: 150

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

Event Contact Name: Matt Sehnert Event Contact Phone Number: 308.737.6581

Event Contact Email: Matt@sehnerts.com

*Signature Authorized Representative: Matt Sehnert Printed Name: Matt Sehnert

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

CITY MANAGER'S REPORT
APRIL 5, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 5.A.

Adopt Resolution No. 2021- ~~08~~ calling for the early redemption of the City of McCook's outstanding Combined Utilities Revenue Refunding Bonds, Series 2016, in such maturities and in such amounts as shall be determined by an authorized officer of the City of McCook.

ITEM 5.B.

Adopt Ordinance No. 2021- ~~3016~~ under suspension of the rules, authorizing the issuance by the City of McCook, Nebraska of its Combined Utilities Revenue Refunding Bonds, Series 2021, in the aggregate principal amount not to exceed \$6,600,000.

BACKGROUND:

The City of McCook previously issued its Combined Utilities Revenue Refunding Bonds, Series 2016, on November 15, 2016, in the aggregate principal amount of \$8,825,000. Currently, \$7,100,000 in aggregate principal remains outstanding. The City issued the Series 2016 Bonds for the purpose of prepaying promissory notes of the City made payable to the Nebraska Department of Environmental Quality. The original NDEQ Notes were issued to pay the costs of improvements at the City's water and wastewater systems.

The Series 2016 Bonds mature on or after June 15, 2022. The Series 2016 Bonds are subject to redemption at the option of the City at any time on or after November 15, 2021. The redemption price would be equal to the principal amount of the Series 2016 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

City Staff, with the assistance of Brad Slaughter of Piper Sandler & Co., have reviewed the potential cost savings associated with calling for an early redemption of the Series 2016 Bonds, and the issuing of new Combined Utilities Revenue Refunding Bonds, Series 2021 in an aggregate principal amount not to exceed \$6,600,000. The current interest rate associated with the Series 2016 Bonds is 2.625%. By refinancing the Series 2016 Bonds, it is forecasted that our interest cost would drop to 1.5850%. The all inclusive interest rate would sit at 1.610%. In terms of real dollars, the early redemption of the 2016 Series Bonds and issuance of new Series 2021 Bonds would save the City of McCook an estimated \$544,931.69 over the course of the next 15 years. The average annual savings is estimated at \$36,258.60.

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

If the Council wishes to proceed with the attached Resolution and Ordinance, the City can prepare an offering statement and get things in order to lock rates as soon as the bonds are callable. Brad Slaughter will be present at the meeting to discuss the possible refinancing of the bonds.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2021



Nate Schneider, City Manager

March 30, 2021

April 5, 2021
McCook, Nebraska

The Mayor and City Council (the "Council") of the City of McCook, Nebraska (the "City") met in open session at 5:30 p.m. on April 5, 2021 in the City Council Chambers in the McCook Municipal Center, located at 505 West C Street, McCook, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the "Open Meetings Act"), and set forth (a) the time, date, and place of such meeting, (b) that such meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at such meeting could be obtained from the office of the City Clerk (the "City Clerk"). A copy of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Advance notice of this meeting was simultaneously given to all members of the Council, and a copy of their acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Availability of the agenda was communicated in the publicized notice and in the notice to the members of the Council of this meeting. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

The Mayor, Michael D. Gonzales, presided, and the City Clerk, Lea Ann Doak, recorded the proceedings. The following Council Members were present: Gonzales, Calvin, Weedon, Muehlenkamp, Rambali. The following Council Members were absent: None. A quorum being present and the meeting duly convened, the following proceedings were had and done.

The Mayor publicly stated to all in attendance that a current copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings of the Council were taken while the convened meeting was open to the attendance of the public.

* * * * *

(Omitted Proceedings)

* * * * *

Council Member _____ then introduced and moved the adoption of the following resolution, the full text of which is attached hereto as Attachment 3, was designated as Resolution No. 2021-08:

A RESOLUTION CALLING FOR THE EARLY REDEMPTION OF THE CITY'S OUTSTANDING COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2016, IN SUCH MATURITIES AND IN SUCH AMOUNTS AS SHALL BE DETERMINED BY AN AUTHORIZED OFFICER OF THE CITY.

The foregoing Resolution having been read, Council Member _____ seconded the motion for its passage and adoption, and after discussion the roll was called and the following Council Members voted in favor of the passage and adoption of said Resolution:

The following Council Members voted against the same: _____. The following Council Members were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the Council, the same was by the Mayor declared passed and adopted.

Council Member _____ then introduced and moved the adoption of an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF MCCOOK, NEBRASKA OF ITS COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,600,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL

AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance, the full text of which is attached hereto as Attachment 4, was designated as Ordinance No. 2021-3016, and the title thereof was approved.

Council Member _____ moved that the statutory rule requiring that ordinances be read by title on three different days be suspended so that the Ordinance might be introduced, read by title and then moved for final passage on the same day, without the same being read in full, which motion was seconded by Council Member _____. On roll call vote, the following Council Members voted in favor of the motion to suspend the statutory rule:

_____;

the following Council Members voted against the motion: _____;

the following Council Members were absent or did not vote: _____.

The motion to suspend the statutory rule having been agreed upon by at least three-fourths of the Members of the Council, the Mayor declared the motion passed and the statutory rule suspended.

Council Member _____ then read the Ordinance by title and moved the same for final passage. Council Member _____ seconded the motion to pass the Ordinance. On roll call vote, the following Council Members voted in favor of the passage of the Ordinance: _____

_____;

the following Council Members voted against the motion: _____;

the following Council Members were absent or did not vote: _____.

The passage of the Ordinance having been agreed upon by a majority of all the Council, the Mayor declared the Ordinance passed and signed the Ordinance in the presence of the Council, and the City Clerk attested to its passage and approval by affixing the Clerk's signature thereto.

* * * * *

(Omitted Proceedings)

* * * * *

Motion for adjournment and meeting adjourned.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

ATTACHMENT 1-A

CERTIFICATE OF POSTING

The City Clerk hereby certifies that a copy of the Notice of Meeting of the Mayor and City Council (the "Council") of the City of McCook, Nebraska (the "City") held at 5:30 p.m. on April 5, 2021 in the City Council Chambers in the McCook Municipal Center, located at 505 West C Street, McCook, Nebraska, such notice being in the form attached hereto, was caused to be posted in the public places in the City listed below on the _____ day _____, 2021.

Dated April 5, 2021.

City Clerk

NOTE: Attach Notice of Meeting if such notice was posted.

ATTACHMENT 1-B

AFFIDAVIT OF PUBLICATION OF NOTICE OF MEETING

[To be attached and include Notice of Meeting]

ATTACHMENT 2

**ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING**

ATTACHMENT 3

CALL RESOLUTION

See Tab #2

RESOLUTION NO. 2021-08

A RESOLUTION CALLING FOR THE EARLY REDEMPTION OF THE CITY'S OUTSTANDING COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2016, IN SUCH MATURITIES AND IN SUCH AMOUNTS AS SHALL BE DETERMINED BY AN AUTHORIZED OFFICER OF THE CITY.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA AS FOLLOWS:

Section 1. The City of McCook, Nebraska (the "**City**") has previously issued its Combined Utilities Revenue Refunding Bonds, Series 2016, dated November 15, 2016, in the original aggregate principal amount of \$8,825,000 (the "**Series 2016 Bonds**"), of which \$7,100,000 in aggregate principal amount are presently outstanding. The City issued the Series 2016 Bonds pursuant to an ordinance (the "**Series 2016 Ordinance**") duly passed and adopted by the Mayor and City Council of the City (the "**Council**"), for the purposes of (a) prepaying certain promissory notes (the "**NDEQ Notes**") of the City made payable to the Nebraska Department of Environmental Quality (the "**NDEQ**"), (b) funding a debt service reserve account associated with the Series 2016 Bonds, and (c) paying the costs of issuing the Series 2016 Bonds. The City issued the NDEQ Notes to pay the costs of improvements to the City's water system and the City's sanitary sewer system.

Section 2. As set forth in the Series 2016 Ordinance, the Series 2016 Bonds maturing on or after June 15, 2022 are subject to redemption at the option of the City prior to maturity at any time on or after November 15, 2021, as a whole or in part, at a redemption price equal to the principal amount of the Series 2016 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

Section 3. Subject to the conditions set forth herein, the Council hereby authorizes the refunding and redemption of the following outstanding Series 2016 Bonds (the "**Refunded Bonds**"), and the payment of the redemption price of the Refunded Bonds through and including November 15, 2021 (the "**Redemption Date**"), or such other date as shall be determined by the Mayor, the City Manager, the City Clerk or the City Treasurer (each, including any person authorized to act on his or her behalf, an "**Authorized Officer**"), or each individually, all in accordance with redemption provisions set forth in the Series 2016 Ordinance, after which date interest on such bonds shall cease:

<u>Type</u>	<u>Maturity Date</u> <u>(June 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u>
Serial	2022	\$ 510,000	1.40%	57973P AF4
Serial	2023	510,000	1.50	57973P AG2
Serial	2024	510,000	1.65	57973P AH0
Serial	2025	515,000	1.80	57973P AJ6
Serial	2026	685,000	2.00	57973P AK3
Serial	2027	315,000	2.15	57973P AL1
Serial	2028	315,000	2.25	57973P AM9
Serial	2029	320,000	2.40	57973P AN7
Serial	2030	325,000	2.50	57973P AP2
Serial	2031	330,000	2.50	57973P AQ0
Term	2036	2,260,000	3.00	57973P AR8

Any Authorized Officer may determine that one or more maturities of the Refunded Bonds listed above shall not be refunded and redeemed on the Redemption Date. Such determination shall be set forth in a certificate of such Authorized Officer.

Section 4. On the Redemption Date, the principal of the Refunded Bonds, together with all accrued interest to but not including the Redemption Date, shall be paid upon presentation and surrender thereof to Union Bank & Trust Company, as paying agent and registrar for the Series 2016 Bonds (the "**Registrar**"), at its corporate trust office in Lincoln, Nebraska.

Section 5. In accordance with the Series 2016 Ordinance, and subject to Section 6 herein:

(a) not later than 35 days prior to the Redemption Date (or such other date as may be acceptable to the Registrar), the Authorized Officers, or each individually, are hereby directed to file a copy of this Resolution with the Registrar; and

(b) upon receipt of this Resolution, the Registrar is hereby instructed to mail notice of the redemption of the Refunded Bonds to each registered owner thereof not less than 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then registered owners of the Refunded Bonds); and

(c) not later than 10 business days following its mailing of the redemption notice, the Registrar is further directed to file such redemption notice with the Municipal Securities Rulemaking Board and its EMMA portal.

Section 6. This Resolution shall be in full force and take effect from and after its passage as provided by law. The refunding and redemption of the Refunded Bonds authorized by this Resolution are subject to the prior issuance by the City of its Combined Utilities Revenue Refunding Bonds, Series 2021 (the "**Refunding Bonds**"). This Resolution shall have no force and effect if the Refunding Bonds are not issued within one year of the date hereof.

ADOPTED April 5, 2021.

CITY OF MCCOOK, NEBRASKA

By: _____
Michael D. Gonzales, Mayor

ATTEST:

By: _____
Lea Ann Doak, City Clerk

ATTACHMENT 4

ORDINANCE NO. 2021-3016

See Tab #3

CITY OF MCCOOK, NEBRASKA

ORDINANCE NO. 2021-3016

PASSED APRIL 5, 2021

Authorizing

Not to Exceed

\$6,600,000

City of McCook, Nebraska
Combined Utilities Revenue Refunding Bonds
Series 2021

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AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF MCCOOK, NEBRASKA OF ITS COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,600,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of McCook, Nebraska (the "**Issuer**"), is a political subdivision and city of the first class duly organized and existing under the laws of the State of Nebraska; and

WHEREAS, the Issuer owns and operates a revenue producing electric system, a revenue-producing water system and a revenue-producing sewer system (collectively, the "**Systems**," as hereinafter more fully described), each of which serves the Issuer and the inhabitants within the Issuer's service area; and

WHEREAS, the Issuer previously issued its Combined Utilities Revenue Refunding Bonds, Series 2016, dated November 15, 2016, in the original aggregate principal amount of \$8,825,000 (the "**Series 2016 Bonds**"), of which \$7,100,000 in aggregate principal amount are presently outstanding; and

WHEREAS, the Issuer issued the Series 2016 Bonds pursuant to an ordinance (the "**Series 2016 Ordinance**") duly passed and adopted by the Mayor and City Council of the Issuer (the "**Council**"), for the purpose of (a) prepaying certain promissory notes (the "**NDEQ Notes**") of the Issuer made payable to the Nebraska Department of Environmental Quality (the "**NDEQ**"), which financed the costs of improvements to the City's water system and the City's sanitary sewer system, (b) funding a debt service reserve account associated with the Series 2016 Bonds, and (c) paying the costs of issuing the Series 2016 Bonds; and

WHEREAS, the Series 2016 Bonds maturing on or after June 15, 2022 are subject to redemption at the option of the Issuer prior to maturity at any time on or after November 15, 2021, as a whole or in part, at a redemption price equal to the principal amount of the Series 2016 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption; and

WHEREAS, since the issuance of the Series 2016 Bonds, the rates of interest available in the markets have declined such that the Issuer can effect a savings in interest costs by providing for the refunding and redemption of the Series 2016 Bonds through the issuance of its combined utilities systems revenue refunding bonds pursuant to the Act (as defined herein); and

WHEREAS, by resolution of the Council adopted on April 5, 2021 (the "**Call Resolution**"), the Issuer has duly authorized the refunding and redemption of all or a portion of the outstanding Series 2016 Bonds (the "**Refunded Bonds**") on November 15, 2021 (the "**Redemption Date**"), or such other date as shall be determined in accordance with the Call Resolution, all subject to the redemption provisions set forth in the Series 2016 Ordinance, after which date interest on such bonds shall cease; and

WHEREAS, the Issuer has on hand no debt service or other sinking fund monies for the payment of principal and interest on the Series 2016 Bonds other than monies, if any, which are to be deposited in accordance with Section 5.02 hereof; and

WHEREAS, to provide funds for the redemption of the Series 2016 Bonds, it is necessary and advisable that the Issuer issue its combined utilities revenue refunding bonds in accordance with the provisions of the Act, which bonds will be payable from the revenues of the Systems; and

WHEREAS, on the delivery date of the bonds authorized by this Ordinance, the Issuer will not have outstanding any bonds or other obligations payable from the revenues derived from the operation of the Systems; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the Issuer and of its inhabitants at this time to authorize the issuance and delivery of combined utilities revenue refunding bonds pursuant to the Act as herein provided to provide funds for such purposes; and

WHEREAS, it is necessary that the Issuer adopt policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein; and

WHEREAS, all conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds pursuant to the Act do exist and have been done as required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, AS FOLLOWS:

ARTICLE I

DEFINITIONS

In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

"**Act**" means Sections 18-1803 through 18-1805 and Section 10-142 of the Reissue Revised Statutes of Nebraska, as amended.

"**Authorized Denominations**" means \$5,000 or whole multiples thereof.

"**Authorized Officer**" means the Mayor, the City Manager, the City Clerk, the City Treasurer or any individual authorized to act on behalf of any such officer.

"**Bond Counsel**" means Kutak Rock LLP, Omaha, Nebraska, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the Issuer.

"**Bondowner**" or "**Registered Owner**" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

"**Bond Payment Date**" means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

"**Bond Register**" means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"**Bonds**" means the Issuer's Combined Utilities Revenue Refunding Bonds, Series 2021, in the original aggregate principal amount not to exceed \$6,600,000, authorized and to be issued pursuant to this Ordinance.

"**Business Day**" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"**Cede & Co.**" means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

"**City Clerk**" or "**Clerk**" means the Clerk of the Issuer, including any person authorized to act on his or her behalf.

"**City Manager**" means the City Manager of the Issuer, including any person authorized to act on his or her behalf.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"**Consultant**" means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

"**Council**" means the City Council of the Issuer, which governs the actions of the Issuer.

"**Debt Service Fund**" means the fund by that name created by Section 5.01 hereof.

"**Debt Service Requirements**" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on all System Revenue Bonds for the period of time for which calculated; provided; however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State of Nebraska and having full trust powers.

"**Debt Service Reserve Fund**" means the fund by that name created by Section 5.01 hereof.

"**Debt Service Reserve Requirement**" means the amount on the date of original issuance and delivery of the Bonds equal to or less than the least of (i) 10% of the stated principal amount of the Bonds, (ii) the maximum Debt Service Requirements for the Bonds during any fiscal year, or (iii) 125% of the average annual Debt Service Requirements for the Bonds over the term of the Bonds, subject to adjustment as described herein. The initial Debt Service Reserve Requirement for the Bonds shall be determined in accordance with Section 2.12 herein.

"**Defaulted Interest**" means interest on any Bond that is payable but not paid on any Interest Payment Date.

"**Defeasance Obligations**" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(i) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(iii) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(iv) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(v) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the obligations are rated in at least the second highest rating category by Moody's Investors Service, Inc. (presently "Aa") or Standard & Poor's Ratings Group (presently "AA").

"Expenses" means all reasonable and necessary expenses of operation, maintenance and repair of the Systems and keeping the Systems in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the Systems, but shall exclude all general administrative expenses of the Issuer not related to the operation of the Systems.

"Insurance Consultant" means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the Systems and having a favorable reputation for skill and experience in making such surveys and recommendations.

"Interest Payment Date" means the dates established by the Authorized Officer pursuant to Section 2.12 for the payment of interest on the Bonds.

"Lender" has the meaning set forth in Section 2.11 hereof.

"Maturity Date" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

"Maximum Annual Debt Service" means the maximum amount of Debt Service Requirements as computed for the then current or any future fiscal year.

"Mayor" means the Mayor of the Issuer, including any person authorized to act on his or her behalf.

"Net Revenues Available for Debt Service" means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

"Operation and Maintenance Fund" means the fund by that name created by Section 5.01 hereof.

"Ordinance" means this Ordinance as from time to time amended in accordance with the terms hereof.

"Outstanding" means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of Article XI hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

"Parity Bonds" means any parity bonds or other long term obligations payable out of the net income and revenues of the Systems hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and Revenues of the Systems, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

"Parity Ordinance" means the ordinances under which any Parity Bonds are hereafter issued.

"Participants" means those financial institutions for which the Securities Depository effects book entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means Union Bank & Trust Company, in Lincoln, Nebraska, or such other paying agent as shall be determined by an Authorized Officer, and any successors and assigns.

"Permitted Investments" means any securities and obligations permitted under the laws, statues and Constitution of the State of Nebraska for investment of the Issuer's moneys held in the funds referred to in Section 5.01 hereof.

"Person" means any natural person, corporation, partnership, firm, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Placement Agent" has the meaning set forth in Section 2.11 hereof.

"Private Purchaser" has the meaning set forth in Section 2.11 hereof.

"Purchaser" means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of Section 2.11 hereof.

"Record Date" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) immediately preceding each Interest Payment Date.

"Redemption Date," when used with respect to any Bond to be redeemed, means the date fixed for such redemption pursuant to the terms of this Ordinance; and when used with respect to the Series 2016 Bonds, means such date as shall be determined in accordance with the Call Resolution.

"Redemption Price," when used with respect to any Bond to be redeemed, means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with Section 2.09(b) hereof.

"Refunded Bonds" has the meaning set forth in the recitals hereto.

"Revenue Fund" means the fund by that name created by Section 5.01 hereof.

"Revenues" means all income and revenues derived from the operation of the Systems, including investment and rental income, net proceeds from business interruption insurance (if any), the principal of gifts, bequests, contributions, grants and donations available to pay debt service of System Revenue Bonds and actually received during such period, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service on System Revenue Bonds.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to Section 2.04 hereof for the payment of Defaulted Interest.

"State" means State of Nebraska.

"**Stated Maturity**," when used with respect to any Bond or any installment of interest thereon, means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"**Surplus Fund**" means the fund by that name created by Section 5.01 hereof.

"**System** or **Systems**" means collectively (i) the electric generating plants and all appurtenances thereto, the electric distribution system, and the electric street lighting system, now serving the Issuer and its inhabitants and others, together with all extensions and improvements thereto hereafter made or acquired by the Issuer, (ii) the entire waterworks plant and system owned and operated by the Issuer for the production, storage, treatment and distribution of water, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer, and (iii) the entire sewerage plant and system owned and operated by the Issuer for the collection, treatment and disposal of sewage, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer.

"**System Revenue Bonds**" means, collectively, the Bonds, the Parity Bonds and all other revenue bonds which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the Systems.

"**United States Government Obligations**" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the Issuer.

"**Underwriter**" has the meaning set forth in Section 2.11 hereof.

ARTICLE II

AUTHORIZATION OF BONDS

Section 2.01. Authorization of Bonds. The Issuer is authorized and directed to issue one or more series of Bonds, designated "Combined Utilities Revenue Refunding Bonds, Series 2021", or such other designations as may be appropriate, in an aggregate principal amount not to exceed \$6,600,000, for the purpose of providing funds to (i) refund, redeem and prepay the Refunded Bonds, (ii) fund a deposit to the Debt Service Reserve Fund and other necessary reserves, and (iii) pay the costs of issuing the Bonds.

Section 2.02. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R 1 upward, with such other designation as the Authorized Officers, or each individually, shall deem appropriate, in Authorized Denominations. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in Exhibit A attached hereto, with such changes acceptable to the Authorized Officers, or each individually, and bond counsel to the Issuer. The Bonds shall be dated, shall be due and payable on the dates and in the amounts (subject to optional and mandatory redemption as provided in Article III hereof), and shall bear interest at the rates per annum as set forth in the Award Certificate as defined in Section 2.12 hereof, (computed on the basis of a 360 day year of twelve 30 day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable each Interest Payment Date.

Section 2.03. Designation of Paying Agent. The Paying Agent shall be the paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and the bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the City Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled "Bond Registrar and Paying Agent Agreement" between the Issuer and the Paying Agent (the "**Paying Agent Agreement**") in the such form as the Authorized Officers, or each individually, shall deem appropriate and necessary. The Authorized Officers, or each individually, may execute the Paying Agent Agreement on behalf of the Issuer. The Paying Agent shall have only such duties and obligations as are expressly specified by this Ordinance and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Paying Agent.

The Issuer will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right, and does hereby authorize the Authorized Officers, or each individually, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Unless the Paying Agent is the City Treasurer, every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

Section 2.04. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal or Redemption Price of each Bond shall be paid on the Maturity Date by check or draft to the Person in whose name such Bond is registered on the Bond Register on such Maturity

Date, upon presentation and surrender of such Bond at the designated office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or in the case of an interest payment to any Registered Owner of \$100,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall at least annually forward a copy or summary of such records to the Issuer.

Section 2.05. Registration, Transfer and Exchange of Bonds. As long as any of the Bonds remain Outstanding, the Issuer will cause the Bond Register to be kept at the designated office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the designated office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with

guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The Issuer shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure.

The Issuer and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of 15 days immediately preceding the first mailing of such notice of redemption (b) to issue, transfer or exchange Bonds from the Record Date to the next Interest Payment Date, or (c) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners to be evidenced to the satisfaction of the Paying Agent.

Section 2.06. Execution, Authentication and Delivery of Bonds. The Mayor and the City Clerk (each including anyone authorized to act on their behalf) are hereby authorized and directed to prepare and execute the Bonds as herein specified and, when duly executed, to deliver the Bonds to the Paying Agent for authentication.

Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such Persons who at the actual time of the execution of such Bond are the

proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser, upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 2.07. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is, surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 2.08. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either on or before the Maturity Date, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent and applicable record retention laws. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 2.09. Book Entry Bonds; Securities Depository.

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner

will receive certificates representing their respective interests in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in paragraph (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in paragraph (b).

(b) (i) If the Issuer determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under clause (i)(A) or (i)(B) of this paragraph (b), the Issuer, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 2.09(c) hereof to effect book entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with Section 2.09(c) hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Issuer.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the

Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 2.10. Offering Documents. The use and public distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the "**Offering Document**") by the Purchaser in connection with the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Purchaser in connection with the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The Issuer agrees to provide to the Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

Section 2.11. Sale of Bonds. In accordance with and subject to the provisions of Section 2.12, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The Issuer is authorized to sell the Bonds to Piper Sandler & Co., as original purchaser of the Bonds (the "**Underwriter**"), in accordance with Section 2.12 of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The Issuer is authorized to enter into a Bond Purchase Agreement (the "**Purchase Agreement**") between the Issuer and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the Issuer, such officer's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The Issuer is further authorized to place the Bonds with a private purchaser (the "**Private Purchaser**") with the assistance of Piper Sandler & Co., as placement agent of the Bonds (the "**Placement Agent**") in accordance with Section 2.12 of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance.

The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The Issuer is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the "**Lender**") to evidence or secure a loan from such Lender to the Issuer or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2.12 of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance of the Bonds.

Section 2.12. Parameters and Authorization of Award Certificate. The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by an Authorized Officer (the "**Award Certificate**"): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in Section 2.01, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than December 15, 2036, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity of Bonds authorized herein, provided that such rates generate positive debt service savings, (g) the method by which such rate or rates of interest shall be calculated, (h) the Interest Payment Dates, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as "term bonds" and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement entered into by the Issuer with the Underwriter, if applicable, or any loan agreement between the Issuer and the Lender, if applicable, all as set forth in Section 2.11 hereof, (m) the identity of the Purchaser and the related structure of the financing, in accordance with Section 2.11 hereof, (n) the fee of the Purchaser, which shall not be more than 1.175% of the aggregate principal amount of the Bonds, (o) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount thereof (inclusive of the Purchaser's discount or fee and any original issue discount), (p) the form and contents of any preliminary and final offering document or other offering materials of the Issuer utilized in connection with any offering or sale of the Bonds to the public or of any term sheet or request for lenders in connection with any loan, (q) the types and the amounts of any reserves as may be required by the Purchaser, (r) such covenants and other security as may be necessary in addition to those set forth in this Ordinance; (s) the initial Debt Service Reserve Requirement, if any; (t) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the Issuer in connection with the authorization, issuance,

sale and delivery of the Bonds, and (u) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Optional and Mandatory Redemption of Bonds.

(a) *Optional Redemption by Issuer.* At the option of the Issuer, the Bonds or portions thereof may be called for redemption and payment prior to their respective Stated Maturities on the dates and at the Redemption Prices determined by the Authorized Officers, or each individually, in accordance with the provisions of **Section 2.12** hereof; provided, however, that the Bonds shall be subject to redemption no later than five (5) years from their date of issuance.

(b) *Mandatory Redemption.* The Authorized Officers, or each individually, may designate in the Award Certificate certain Bonds as "**Term Bonds**", portions of which are to be redeemed on the dates (each such date being herein referred to as a "**Sinking Fund Payment Date**") and in the amounts (hereinafter referred to as a "**Mandatory Sinking Fund Payment**") set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by such Authorized Officer in the Award Certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (i) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (ii) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (iii) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (i), (ii) or (iii) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (i), (ii) and (iii) are to be complied with respect to such mandatory redemption payment.

Section 3.02. Selection of Bonds To Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in Section 3.03 hereof are met. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the Issuer, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in Authorized Denominations in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption, each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (i) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (ii) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 3.03. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then-Registered Owner), to the Purchaser of the Bonds and each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date, the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the designated corporate trust office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price), such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the Issuer as set out below, but no defect in said further notice or any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

- (a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the Stated Maturity of each Bond

being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed; and

(b) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

So long as the Securities Depository is effecting book entry transfers of the Bonds, the Issuer or the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR BONDS

The Bonds are special, limited obligations of the Issuer payable solely from, and secured as to the payment of principal, premium and interest by a pledge of the Revenues, which include all income and revenues derived from the operation of the Systems, including investment and rental income, net proceeds from business interruption insurance (if any), the principal of gifts, bequests, contributions, grants and donations available to pay debt service of System Revenue Bonds and actually received during such period, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service on System Revenue Bonds. The Issuer hereby pledges said Revenues to the payment of the principal of, the premium and the interest on the Bonds.

The Bonds are further secured by amounts in the Debt Service Reserve Fund.

The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision, limitation or restriction. The taxing power of the Issuer is not pledged to the payment of debt service on the Bonds.

The covenants and agreements of the Issuer contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of, the premium and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal, premium and interest from the net income and revenues derived from the operation of the Systems and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal, premium or interest from said net income and revenues or otherwise over the Parity Bonds, and the Parity Bonds shall not have any priority with respect to the payment of principal, premium or interest from said net income and revenues or otherwise over the Bonds.

ARTICLE V

FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 5.01. Establishment of Funds. There are hereby created and ordered to be established and maintained by the Treasurer of the Issuer the following separate funds to be known respectively as follows:

- (a) Combined Utilities Cost of Issuance Fund (the "**Cost of Issuance Fund**");
- (b) Combined Utilities Revenue Fund (the "**Revenue Fund**");
- (c) Combined Utilities Operation and Maintenance Fund (the "**Operation and Maintenance Fund**");
- (d) Debt Service Fund for Combined Utilities Revenue Refunding Bonds, Series 2021 (the "**Debt Service Fund**");
- (e) Debt Service Reserve Fund for Combined Utilities Revenue Refunding Bonds, Series 2021 (the "**Debt Service Reserve Fund**"); and
- (f) Combined Utilities Surplus Fund (the "**Surplus Fund**").

The funds referred to in paragraphs (a) through (f) of this Section shall be maintained and administered by the Issuer solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding within the meaning of this Ordinance.

Section 5.02. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with Section 6.02(b) hereof.

(b) An amount equal to the Debt Service Reserve Requirement from the proceeds of the Bonds (with a credit for funds of the Issuer or proceeds of the Series 2016 Bonds deposited in the debt service reserve fund related to such obligations, if any, and if determined by an Authorized Officer) shall be deposited in the Debt Service Reserve Fund and applied in accordance with Section 6.02(c) hereof.

(c) Certain proceeds, together with funds of the Issuer held in the debt service reserve fund relating to the Refunded Bonds, shall be deposited with Union Bank & Trust Company, as registrar and paying agent with respect to the Refunded Bonds, and used to prepay the Refunded Bonds on or about the Redemption Date, together with all interest thereon accrued to such date.

(d) The remaining balance of the proceeds of the Bonds shall be deposited in the Cost of Issuance Fund. Moneys in the Cost of Issuance Fund shall be used solely for the purposes of paying the costs of issuing the Bonds. Upon the redemption and prepayment of the Refunded Bonds, but in no event later than six months from the date of issuance of the Bonds, any surplus moneys remaining in the Cost of Issuance Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Fund.

ARTICLE VI

APPLICATION OF REVENUES

Section 6.01. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues derived and collected from the operation of the Systems shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Issuer and shall not be commingled with any other moneys, revenues, funds and accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 6.02. Application of Moneys in Funds. The Issuer covenants and agrees that from and after the delivery of the Bonds and continuing, so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** There shall first be paid and credited to the Operation and Maintenance Fund (i) the Expenses of the Systems as the same become due and payable and (ii) the customary charges of the Paying Agent.

(b) **Debt Service Fund.** There shall next be paid and credited to the Debt Service Fund, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(i) Beginning with the month following the month in which the Bonds are issued and delivered, and continuing each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than one sixth (or such equal pro rata percentage for any shorter or longer period) of the amount of interest that will become due on the Bonds on the next succeeding Interest Payment Date; and

(ii) Beginning with the month following the month in which the Bonds are issued and delivered, and continuing each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than one twelfth (or such equal pro rata percentage for any shorter or longer period) of the amount of principal that will become due on the Bonds on the next succeeding Maturity Date.

Any amounts deposited in the Debt Service Fund as accrued interest in accordance with Section 5.02(a) hereof shall be credited against the Issuer's payment obligations as set forth in Section 6.02(b)(i) above.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the Issuer for the sole purpose of paying the interest on and the principal of the Bonds as and when the same become due at Maturity and on each Interest Payment Date, as applicable.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on any Parity Bonds pursuant to the provisions of the respective Parity Ordinances. If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Fund and to the debt service funds established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in said debt service funds.

(c) ***Debt Service Reserve Fund.*** After all payments and credits required at the time to be made under the provisions of paragraphs (a) and (b) of this Section have been made, there shall next be paid and credited to the Debt Service Reserve Fund the sum, if any, necessary to maintain the balance of the Debt Service Reserve Fund at the Debt Service Reserve Requirement. Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Fund shall be expended and used by the Issuer solely to prevent any default in the payment of interest on, premium, if any, or principal of the Bonds on any Maturity Date or Interest Payment Date if the moneys in the Debt Service Fund are insufficient to pay the interest on, premium, if any, or principal of said Bonds when due. So long as the Debt Service Reserve Fund aggregates the Debt Service Reserve Requirement, no further payments into said Fund shall be required.

The amounts required to be paid and credited to the Debt Service Reserve Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service reserve funds established for the Parity Bonds, if any, under the provisions of the Parity Ordinances, if any.

All income derived from the investment of amounts on deposit in the Debt Service Reserve Fund shall remain in, and be credited to, such fund until such time as the amount on deposit in the Debt Service Reserve Fund is equal to the Debt Service Reserve Requirement, and thereafter all such investment income shall be transferred to the Debt Service Fund. If upon a valuation of the investments on deposit in the Debt Service Reserve Fund, the amount on deposit in the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement, the Paying Agent shall transfer from the Debt Service Reserve Fund to the Debt Service Fund an amount equal to such excess.

Moneys in the Debt Service Reserve Fund may be used to call the Bonds for redemption and payment prior to their Stated Maturity, provided all of the Bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms. If fewer than all Bonds are to be redeemed and prepaid, on such redemption date the Debt Service Reserve Requirement shall be recalculated as of such date, and all moneys in excess of such requirement shall be used to redeem and prepay Bonds on such date. Moneys in the Debt Service Reserve Fund shall be used to pay and retire the last Outstanding Bonds unless such Bonds and all interest thereon are otherwise paid.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Fund and to the debt service reserve funds established to protect the payment of any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service reserve funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in such debt service reserve funds.

(d) ***Surplus Fund.*** After all payments and credits required at the time to be made under the provisions of paragraphs (a), (b), and (c) of this Section have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Fund. Moneys in the Surplus Fund may be expended and used for the following purposes as determined by the Authorized Officers, or each individually:

(i) Paying the cost of the operation, maintenance and repair of the Systems to the extent necessary after the application of the moneys held in the Operation and Maintenance Fund under the provisions of paragraph (a) of this Section;

(ii) Paying the cost of extending, enlarging, improving and/or repairing the Systems;

(iii) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund or the Debt Service Reserve Fund referred to in paragraphs (b) or (c) of this Section, or any one of them, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the Issuer for the payment of any Parity Bonds;

(iv) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable not

exceeding the redemption price (if any bonds are callable), the Bonds or any Parity Bonds, including principal, interest and redemption premium, if any; or

(v) Any other lawful purpose in connection with the operation of the Systems and benefiting the Systems.

So long as any of the Bonds remain Outstanding, no moneys derived from the operation of the Systems shall be diverted to the general governmental or municipal functions of the Issuer.

(e) **Deficiency of Payments Into Funds.** If at any time the revenues derived from the operation of the Systems are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received from the operation of the Systems, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 6.03. Transfer of Funds to Paying Agent. The Treasurer or other Authorized Officer is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Debt Service Reserve Fund and the Surplus Fund as provided in Section 6.02 hereof, sums sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Section 6.04. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 6.05. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner

thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the United States of America or their state of incorporation.

Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. All earnings on investments held in the Debt Service Reserve Fund shall accrue to and become a part of such Fund until the amount on deposit in the Debt Service Reserve Fund shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in the Debt Service Reserve Fund shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the Issuer shall direct that such excess be paid and credited to the Debt Service Fund.

So long as any Parity Bonds remain outstanding and unpaid, any investments made pursuant to this Article shall be subject to any restrictions in the Parity Ordinance with respect to the funds and accounts created by and referred to in the Parity Ordinance.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Registered Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid, it will, acting by and through the Council, comply with each of the following covenants:

Section 8.01. Efficient and Economical Operation. The Issuer will continuously own and will operate the Systems as revenue producing facilities in an efficient and economical manner and will keep and maintain the same in good repair and working order. The Issuer will establish and maintain such rules and regulations for the use of the Systems as may be necessary to assure maximum utilization and most efficient operation of the Systems.

Section 8.02. Rate Covenant. The Issuer in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Systems as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the Systems; (b) pay the principal of and interest on the System Revenue Bonds then outstanding as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the Issuer to have in each fiscal year Net Revenues Available for Debt Service not less than 110% of Maximum Annual Debt Service on all System Revenue Bonds at the time outstanding; and (d) provide reasonable and adequate reserves for the payment of all System Revenue Bonds then outstanding and the interest thereon and for the protection and benefit of the Systems as provided in this Ordinance. The Issuer will require the prompt payment of accounts for service rendered by or through the Systems and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance. If in any fiscal year the Net Revenues Available for Debt Service are less than 110% of Maximum Annual Debt Service on all System Revenue Bonds then outstanding, the Issuer will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the Purchaser of the Bonds and shall be furnished to any Registered Owner of the Bonds requesting a copy of the same, at the cost of such Registered Owner. The Issuer shall, to the extent feasible, follow the recommendations of the Consultant.

Section 8.03. Reasonable Charges for All Services. None of the facilities or services provided by the Systems will be furnished to any user (excepting the Issuer itself) without a reasonable charge being made therefor. If the revenues derived from the Systems are at any time insufficient to pay the reasonable Expenses of the Systems and also to pay all interest on and principal of the Bonds as and when the same become due, then the Issuer will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services provided by the Systems, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bonds.

Section 8.04. Restrictions on Mortgage or Sale of Systems. The Issuer will not mortgage, pledge or otherwise encumber the Systems or any part thereof, nor will it sell, lease or otherwise dispose of the Systems or any material part thereof; provided, however, the Issuer may:

- (a) sell at fair market value any portion of the Systems which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Systems, and in the event of sale, the Issuer will apply the proceeds to either (i) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (ii) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Systems as hereinbefore provided;

b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) lease, (i) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (ii) as lessee, with an option of the Issuer to purchase, any real or personal property for the extension and improvement of the Systems; property being leased as lessor and/or lessee pursuant to this paragraph (c) shall not be treated as part of the Systems for purposes of this Section 8.05 and may be mortgaged, pledged or otherwise encumbered; or

(d) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with Article IX hereof; or

(e) sell, lease or convey all or substantially all of the Systems to another entity or enter into a management contract with another entity if:

(i) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding System Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance;

(ii) If there remains unpaid any System Revenue Bond which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such System Revenue Bond, would not cause the interest payable on such System Revenue Bond to become includable in gross income under the Code;

(iii) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Ordinance;

(iv) Such transferee entity possesses such licenses to operate the Systems as may be required if it is to operate the Systems; and

(v) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

Section 8.05. Insurance. The Issuer will carry and maintain insurance with respect to the Systems and its operations against such casualties, contingencies and risks (including, but not limited to, property and casualty, fire and extended coverage insurance upon all of the properties being parts of the Systems insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the Issuer, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the Issuer will pay and deposit the proceeds of such insurance into the Revenue Fund. The Issuer will annually review the insurance it maintains with respect to the Systems to determine that it is customary and adequate to protect its property and operations. The Issuer may elect to be self insured for all or any part of the foregoing requirements if (a) the Issuer annually obtains a written evaluation with respect to such self insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the Issuer deposits and maintains adequate reserves for the self insurance program with a corporate trustee, who may be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the Issuer for such self insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The Issuer shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues of the Systems.

Section 8.06. Books, Records and Accounts. The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Systems. Such accounts shall show the amount of Revenues received from the Systems, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of facilities comparable to the Systems.

Section 8.07. Annual Budget. Prior to the commencement of each fiscal year, the Issuer will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the Systems, or a separate schedule for the Systems within the Issuer's overall budget, for the next succeeding fiscal year. The City Clerk, promptly upon the filing of said budget in the City Clerk's office, will mail a copy of said budget to the Purchaser of the Bonds. Said annual budget shall be prepared in accordance with the laws and regulations of the State.

Section 8.08. Annual Audit. After the end of each fiscal year, the Issuer will cause an audit to be made of the Systems, or a separate schedule within the Issuer's audited financial statements, for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the revenues of the Issuer. Said annual audit shall cover in reasonable detail the operations of the Systems during such fiscal year.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser of the

Bonds. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any user of the services of the Systems, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer, user or Registered Owner.

As soon as possible after the completion of the annual audit, the Council of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the Issuer will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the Systems as may be necessary to adequately provide for such requirements.

Section 8.09. Right of Inspection. The Purchaser of the Bonds and any Registered Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the Systems and all records, accounts and data relating thereto, and shall be furnished all such information concerning the Systems and the operation thereof which the Purchaser or such Registered Owner or Owners may reasonably request.

Section 8.10. Administrative Personnel. The Issuer shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the Systems. The Issuer further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the Systems will be operated in a prudent and efficient manner, following procedures generally accepted within the public utilities industry in the United States of America.

Section 8.11. Rules and Regulations. The Issuer will establish and maintain such rules and regulations for the use of the Systems as may be necessary to assure maximum occupancy and use thereof.

Section 8.12. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Systems now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Ordinance.

Section 8.13. Tax Covenants.

(a) The Issuer covenants that (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) it will not use or permit the use of any proceeds of Bonds or any other funds of the Issuer, or take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The Issuer will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

(b) The Issuer covenants that (i) it will use the proceeds of the Bonds as soon as practicable for the purposes for which the Bonds are issued, and (ii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Issuer in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The Issuer covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The Issuer specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times when due, if any.

(d) The Issuer covenants that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (i) in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code, or (ii) to make or finance a loan to any Person.

(e) [Reserved].

(f) The Authorized Officers, or each individually, may designate the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code in accordance with **Section 8.13(f)(i)** hereof, or if applicable, deem designate the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code in accordance with **Section 8.13(f)(ii)** hereof. Such designation shall be set forth in the Award Certificate or the Tax Certificate referenced in Exhibit B hereto.

(i) If the Issuer designates the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code and seeks to use a portion of its current year's bank qualified allocation, the Issuer shall represent that:

(A) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not "qualified 501(c)(3) bonds" and certain refunding bonds) which will be issued by the Issuer (and all subordinate entities thereof) during the current calendar year is not reasonably expected to exceed \$10,000,000; and

(B) the Issuer (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not "qualified 501(c)(3) bonds" and certain refunding bonds) during the current calendar year, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Bonds as "qualified tax-exempt obligations" will not be adversely affected.

(ii) If the Issuer chooses to deem designate the Bonds as "qualified tax-exempt obligations", the Issuer shall represent that:

(A) the Refunded Bonds were designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Code;

(B) the average maturity date of the Bonds will not later than the average maturity date of the Refunded Bonds; and

(C) the Bonds will have a final maturity date which is not later than the date which is 30 years after the date the Issuer issued the first NDEQ Note (February 10, 2000).

Any Authorized Officer is hereby authorized to take such other action as may be necessary to make effective the designation in this Section 8.13(f).

(g) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI of this Ordinance or any other provision of this Ordinance, until no Bonds are Outstanding.

(h) The Issuer adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds that are intended to be tax-exempt are met. The Issuer designates the Treasurer as the "responsible person" for implementing such procedures. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The Issuer also reserves the right to change such policies and procedures from time to time, without notice.

Section 8.14. Continuing Disclosure.

(a) The Issuer (i) authorizes and directs any Authorized Officer to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Undertaking (the "**Undertaking**") in such form that satisfies the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended ("Rule 15c2-12") and is acceptable to the Original Purchaser and Bond Counsel and (ii) covenants that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provisions of this Ordinance, failure of the Issuer to comply with the Undertaking will not be considered a default under this Ordinance or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section and the Undertaking. For purposes of this Section, "Beneficial Owner" means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

(b) The Issuer hereby adopts the Disclosure Policies and Procedures attached to this Ordinance as Exhibit C to ensure the Issuer satisfies the requirements of Rule 15c2-12 and the Undertaking. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The Issuer also reserves the right to change such policies and procedures from time to time, without notice.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 9.01. Senior Lien Bonds. So long as any of the Bonds remain Outstanding, the Issuer will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the Issuer for the payment of moneys determined in accordance with generally accepted accounting principles, including capital leases as defined by generally accepted accounting principles, payable out of the net income and revenues of the Systems or any part thereof which are superior to the Bonds.

Section 9.02. Parity Lien Bonds. The Issuer covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds payable out of the net income and revenues of the Systems or any part thereof which stand on a parity or equality with the Bonds unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) The Issuer shall obtain a certificate of a Consultant showing either of the following:

(i) The annual Net Revenues Available for Debt Service derived by the Issuer from the operation of the Systems, for the two fiscal year(s) immediately preceding the issuance of Parity bonds shall have been equal to at least 110% of the Maximum Annual Debt Service required to be paid out of said revenues in any succeeding fiscal year on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the Issuer, including the Parity Bonds proposed to be issued. In determining the Net Revenues Available for Debt Service for the purpose of this clause, the Consultant may adjust said Net Revenues Available for Debt Service by adding thereto, if the Issuer has made any increase in rates for the use and services of the Systems and such increase has not been in effect during all of the two fiscal year(s) immediately preceding the issuance of Parity Bonds, the amount, as estimated by the Consultant, of the additional Net Revenues Available for Debt Service which would have resulted from the operation of the Systems during said two preceding fiscal year(s) had such rate increase been in effect for the entire period; or

(ii) The annual Net Revenues Available for Debt Service projected to be derived by the Issuer from the operation of the Systems for the two fiscal year(s) immediately following the fiscal year in which the improvements to the Systems, the cost of which is being financed by such additional bonds, are to be in commercial operation, shall be equal to at least 110% of the Maximum Annual Debt Service

required to be paid out of said revenues in any succeeding fiscal year following commencement of operation of such System improvements, on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the Issuer, including the Parity Bonds proposed to be issued. In determining the projected Net Revenues Available for Debt Service for the purpose of this clause, the Consultant may adjust said net revenues by adding thereto any estimated increase in Net Revenues Available for Debt Service resulting from any increase in rates for the use and services of the Systems which, in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the Systems.

Additional revenue bonds of the Issuer issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the net revenues of the Systems with the Bonds, and the Issuer may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service funds and debt service reserve funds for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

Section 9.03. Junior Lien Bonds and Other Obligations. Nothing in this Section contained shall prohibit or restrict the right of the Issuer to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the facility and benefiting the Systems and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the revenues of the Systems, provided, at the time of the issuance of such additional revenue bonds or obligations, the Issuer is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided, further, that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the Issuer shall be in default in paying either interest on or principal of the Bonds, or if the Issuer is in default in making any payments required to be made by it under the provisions of Sections 6.02(a), (b) and (c) of this Ordinance, the Issuer shall make no payments of either principal or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the Issuer, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the Revenue Fund.

Section 9.04. Refunding Bonds. The Issuer shall have the right, without complying with the provisions of Section 9.02 hereof, to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued, shall enjoy complete equality of pledge with any of the Bonds which are not refunded, if any, upon the revenues of the Systems; provided, however, that if only a portion of the Bonds are refunded and if said Bonds are refunded in such manner that the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds which are refunded, then said Bonds may be refunded without complying with the provisions of Section 9.02 hereof only by and with the written consent of the Registered Owners of a majority in principal amount of the Bonds not refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. The following constitute "Events of Default" under this Resolution:

- (a) failure by the Issuer to pay any payment of principal of, premium, if any, and interest on the Bonds when due;
- (b) failure by the Issuer to make any other payment required to be made hereunder, and such default shall continue for a period of 15 days;
- (c) failure by the Issuer to observe and perform any other covenant, condition or agreement contained herein on its part to be observed or performed for a period of 30 days after written notice is given to the Issuer specifying such failure and requesting that it be remedied, provided that if the failure stated in such notice cannot be corrected within such 30 day period, no Event of Default shall exist if corrective action is instituted by the Issuer within the applicable period and diligently pursued until the default is corrected, but in no event for longer than 90 days; or
- (d) determination that any representation or warranty made by the Issuer herein was untrue in any material respect when made.

Section 10.02. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 10.03. Limitation on Rights of Bondowners. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 10.04. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceeding taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the Issuer and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceeding had been brought or taken.

Section 10.05. Default Rate. Upon any Event of Default, the stated interest rate on each Bond shall automatically increase by 4.00% (400 basis points) per annum.

Section 10.06. No Obligation To Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

ARTICLE XI

DEFEASANCE

When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (a) the Issuer shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given, or the Issuer shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with Section 3.02(a) of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or

other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. Amendments. The rights and duties of the Issuer and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the Issuer with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk.

Without the written consent of the Registered Owners of all of the Bonds at the time Outstanding, no modification or alteration of this Ordinance shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay by way of principal of or interest on any Bond;
- (c) permit the creation of a lien on the revenues of the Systems prior or equal to the lien of the Bonds or Parity Bonds;
- (d) permit preference or priority of any Bonds over any other Bonds; or
- (e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Without notice to or the consent of any Bondowners, the Issuer may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance shall be expressed in an ordinance adopted by the Council of the Issuer amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy

of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 12.02. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The Bond Register shall prove the fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 12.03. Further Authority. The officers of the Issuer, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they

may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 12.04. Severability. If any Section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 12.05. Governing Law. This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Nebraska.

Section 12.06. Effective Date; Publication in Pamphlet Form. This Ordinance shall take effect and be in full force from and after its passage by the Council and approval by the Mayor and upon its publication in pamphlet form as provided by law.

PASSED AND APPROVED April 5, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**EXHIBIT A TO ORDINANCE
(FORM OF BONDS)**

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

Registered
No. R- _____

Registered
\$ _____

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
CITY OF MCCOOK**

**COMBINED UTILITIES REVENUE REFUNDING BOND
SERIES 2021**

Interest Rate	Maturity Date	Dated Date	CUSIP Number
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June 15,

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of McCook, Nebraska, a political subdivision and city of the second class of the State of Nebraska (the "Issuer"), for value received, promises to pay to the registered owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above on the maturity date shown above, and to pay interest thereon, but solely from the source and in the manner herein specified, at the interest rate per annum shown above (computed on the basis of a 360 day year of twelve 30 day months, from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for), payable semiannually on June 15 and December 15 in each year, beginning on December 15, 2021, until said principal amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity by check or draft or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the office of Union Bank & Trust Company, Lincoln, Nebraska (the "Paying Agent"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner or in the case of an interest payment to any registered owner of \$100,000 or more in aggregate principal amount of Bonds, by electronic transfer to such registered owner upon written notice given to the Paying Agent by such registered owner not less than 15 days prior to the Record Date for such interest,

containing the electronic transfer instructions, including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

This Bond is one of a duly authorized series of bonds of the Issuer designated "Combined Utilities Revenue Refunding Bonds, Series 2021," aggregating the principal amount of \$_____ (the "Bonds") under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Sections 18-1803 through 18-1805, and Section 10-142 of the Reissue Revised Statutes of Nebraska, as amended, and pursuant to an ordinance duly adopted by the governing body of the Issuer (herein called the "Ordinance"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance. The Bonds are being issued by the Issuer for the purpose of refunding outstanding indebtedness of the Issuer, funding a deposit to the Debt Service Reserve Fund and to pay certain costs of issuing the Bonds.

At the option of the Issuer, Bonds or portions thereof maturing on _____, 20__, and thereafter may be called for redemption and payment prior to maturity on _____, 20__, and thereafter in whole or in part at any time from the Stated Maturities selected by the Issuer (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at par plus accrued interest thereon to the redemption date.

[Term Bond Redemption]

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the redemption date (or such shorter period as may be acceptable to the-then Registered Owner), to the original purchaser(s) of the Bonds and each Registered Owner of each of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the revenues derived from the operation of the Systems. The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The taxing power of the Issuer is not pledged to the payment of the Bonds either as to principal or interest. Under the conditions set forth in the Ordinance, the Issuer has the right to issue parity bonds and other obligations payable from the same source and secured by the same revenues as the Bonds; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance. The Bonds are further secured by amounts on deposit in the Debt Service Reserve Fund, as established by the Ordinance.

The Issuer hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Systems, as will produce revenues sufficient to pay the costs of operation and maintenance of the Systems, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the revenues of the Systems, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any whole multiple thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book entry system will evidence positions held in the Bonds by the Securities Depository's participants, the beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository, will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be

made in accordance with existing arrangements among the Issuer, the Paying Agent and the Securities Depository.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the revenues of the Systems and for the application of the same as provided in the Ordinance.

IN WITNESS WHEREOF, the City of McCook, Nebraska, has executed this Bond by causing it to be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of its City Clerk.

CITY OF MCCOOK, NEBRASKA

By _____
Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

Registration Date: _____

UNION BANK & TRUST COMPANY, as
Paying Agent

By _____
Name _____
Title _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad 15 (17 C.F.R. 240.17 Ad 15)

By _____
Name _____
Title _____

EXHIBIT B TO ORDINANCE

Post-Issuance Compliance Procedures

General

In connection with the issuance of the Bonds, the Issuer will execute a tax compliance certificate (the "**Tax Certificate**") that describes the requirements and provisions of the Code that must be followed in order to maintain the tax-exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the Issuer at the time of issuance of the Bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the Issuer in the Tax Certificate related to specific issues of tax-exempt obligations. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the Issuer tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of such bonds over their life.

Designation of Responsible Person

The Treasurer of the Issuer shall maintain an inventory of Bonds and assets financed which contains the pertinent data to satisfy the Issuer's monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the Treasurer.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The Issuer shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Issuer also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The Issuer shall train and employ or otherwise engage expert advisors (a "Rebate Analyst") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bonds proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds .

Unless otherwise provided by the Ordinance or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account, and the Issuer, pursuant to the terms of the Ordinance, shall manage the investment of Bond proceeds. The Issuer shall prepare regular, periodic statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the Issuer shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under "Record Keeping Requirements".

The Issuer, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to an issue of the Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The Issuer shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under "Record Keeping Requirements";
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under "Record Keeping Requirements";

- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The Issuer, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

The Issuer shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of the Bonds, including any elections made by the Issuer in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all statements and reports, including arbitrage reports, prepared with respect to the Issuer's bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including statements, in connection with any investment agreements, and copies of all bidding documents, if any.

EXHIBIT C

Disclosure Policies and Procedures

Purpose of Disclosure Policies and Procedures

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, "**Obligations**") are subject to certain federal and state securities laws, including Rule 15c2-12 (the "**Rule**") promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount over \$1,000,000, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board ("**MSRB**") using the MSRB's Electronic Municipal Market Access system ("**EMMA**").

The Issuer has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the Issuer has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Undertakings (collectively, the "**Undertakings**") in accordance with the Rule. Pursuant to such Undertakings, the Issuer has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

Designation of Issuer Representative; Maintenance of List and Files

The "**Issuer Representative**" for the Issuer shall be the City Clerk of the Issuer and any alternate or assistant as such City Clerk shall appoint. The Issuer Representative is directed to employ the policies and procedures described herein. The Issuer Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The Issuer and the Issuer Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The Issuer Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the Issuer outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

Dissemination Agents

The Issuer and the Issuer Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a "**Dissemination Agent**") in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The Issuer Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

Annual Financial Filings

The Issuer Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the Issuer's audited financial statements and certain other financial information or operating data with respect to the Issuer, if applicable (the "**Annual Report**")) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. Unless required otherwise by an Undertaking and as permitted by EMMA filing procedures, the Issuer Representative may file identical Annual Reports with respect to each issue of the Issuer's Obligations. The Issuer Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The Issuer Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The Issuer Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The Issuer Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

Listed Event Filings

The Issuer Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The Issuer Representative will monitor the Obligations and the Issuer's operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the Issuer's outstanding Undertakings. After obtaining actual knowledge of such an event, the Issuer Representative will promptly contact the Issuer's bond counsel and the Dissemination Agent, if any, to determine whether the Issuer must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the Issuer must file such notice, the Issuer Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the Issuer's bond counsel may otherwise direct.

Reports of Issuer Representative; Record Retention

The Issuer Representative shall provide to the Mayor and City Council of the Issuer, any Dissemination Agent and the underwriter of each issue of Obligations confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The Issuer Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

Familiarity with EMMA Submission Process

The Issuer Representative shall register with EMMA and review the on-line process of filing with EMMA located at www.emma.msrb.org in order to submit the required information. The MSRB market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The Issuer Representative also shall enroll the Issuer in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the Issuer has retained a Dissemination Agent to assist with making the filings required by the Issuer's Undertakings and to remind the Issuer of its filing deadlines, the Issuer Representative need not register with EMMA or enroll in EMMA's reminder system.

Training

To ensure adequate resources to comply with the Rule, the Issuer Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the Issuer of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

Review of Offering Document in Connection with Primary Offerings

In connection with a new issue of Obligations, the Issuer Representative, together with such Issuer officials as the Issuer Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the Issuer shall deem the information concerning the Issuer in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The Issuer shall confirm prior to the final pricing of the Obligations that the information concerning the Issuer in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

EXHIBIT D

**NOTICE OF PUBLICATION
OF ORDINANCE NO. 2021-3016
IN PAMPHLET FORM**

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of McCook, Nebraska, held at 5:30 p.m. on April 5, 2021 in the City Council Chambers in the McCook Municipal Center, located at 505 West C Street, McCook, Nebraska there was passed and adopted Ordinance No. 2021-3016 entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF MCCOOK, NEBRASKA OF ITS COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,600,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance has been published in pamphlet form, and copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk at the City Office.

-s- Lea Ann Doak
City Clerk

Nate Schneider

From: Slaughter, Brad <Bradley.Slaughter@psc.com>
Sent: Monday, March 29, 2021 3:09 PM
To: Lea Ann Doak; Nate Schneider
Subject: RE: Rate update on Bond Refinance

You're welcome!

Brad Slaughter

Senior Vice President | Public Finance Investment Banking

Piper Sandler & Co.

2900 S 70th St. Suite 310 Lincoln, NE 68506

D 402 499 3709

E bradley.slaughter@psc.com

PiperSandler.com

Piper Sandler is providing the information contained in this communication for discussion purposes only, and it is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities and Exchange Act of 1934. Nothing contained herein is intended to and should be construed to give rise to a municipal advisory, financial advisory or fiduciary relationship. In conveying this information, and unless circumstances otherwise indicate, Piper Sandler is presumptively acting as an underwriter or placement agent, in which Piper Sandler's primary role is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between the Client and Piper Sandler. As underwriter or placement agent, Piper Sandler has financial and other interests that differ from those of the Client.

From: Lea Ann Doak <ldoak@cityofmccook.com>
Sent: Monday, March 29, 2021 3:08 PM
To: Slaughter, Brad <Bradley.Slaughter@psc.com>; Nate Schneider <nshneider@cityofmccook.com>
Subject: RE: Rate update on Bond Refinance [EXTERNAL]

Thanks Brad!

Lea Ann Doak, CMC

City Clerk-Treasurer
505 West "C" Street
PO Box 1059
McCook NE 69001-1059
308-345-2022 ext. 226
308-345-1461 (Fax)

From: Slaughter, Brad
Sent: Monday, March 29, 2021 3:07 PM
To: Lea Ann Doak <ldoak@cityofmccook.com>; Nate Schneider <nshneider@cityofmccook.com>
Subject: RE: Rate update on Bond Refinance

Lea Ann,

Great to hear from you. I am waiting for a final copy of the resolution and ordinance form bond counsel. I reaching out to them to verify timing, so we can be sure to have it to you tomorrow by noon.

However, below please find the agenda wording you can use:

1. Resolution calling Combined Utilities Revenue Refunding Bonds, Series 2016
2. Ordinance issuing Combined Utilities Revenue Refunding Bonds, Series 2021 in an amount not to exceed \$6.6 million.

I will get you a copy of the documents as soon as possible. Thanks so much and enjoy your Monday.....if that's possible. 😊

Brad Slaughter

Senior Vice President | Public Finance Investment Banking

Piper Sandler & Co.

2900 S 70th St. Suite 310 Lincoln, NE 68506

D 402 499 3709

E bradley.slaughter@psc.com

PiperSandler.com

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From: Lea Ann Doak <ldoak@cityofmccook.com>

Sent: Monday, March 29, 2021 2:51 PM

To: Slaughter, Brad <Bradley.Slaughter@psc.com>; Nate Schneider <nschneider@cityofmccook.com>

Subject: RE: Rate update on Bond Refinance [EXTERNAL]

Brad,

Starting to put the agenda together for the April 5 meeting, after being out a week on vacation -- my recollection is that you will be getting to us the documents necessary to begin the process of refinancing the bonds. Is that correct, and if so, I would like to have the documents from you by Tuesday noon if possible.

Thank you,

Lea Ann Doak, CMC

City Clerk-Treasurer

505 West "C" Street

PO Box 1059

McCook NE 69001-1059

308-345-2022 ext. 226

308-345-1461 (Fax)

From: Slaughter, Brad

Sent: Thursday, March 18, 2021 10:50 AM

CITY OF MCCOOK, NEBRASKA
 COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2021
 REFUNDING OUTSTANDING 2016 BONDS @ 2.625% - **CASH FLOW SAVINGS**
 PARAMETERS 4/5/2021, DATED 8/16/2021

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

TRUE INTEREST COST	2.625%
ALL INCLUSIVE COST	2.625%

TRUE INTEREST COST	1.580%
ALL INCLUSIVE COST	1.610%

Cash at Closing	\$1,052.63
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Sources Of Funds

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

Uses Of Funds

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

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

.10% equal	\$47,635.00
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Brad Slaughter
 Senior Vice President | Public Finance
 Piper Sandler & Co.
 D 402 499-3709
 E bradley.slaughter@psc.com

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

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

TRUE INTEREST COST	2.625%
ALL INCLUSIVE COST	2.625%

TRUE INTEREST COST	1.496%
ALL INCLUSIVE COST	1.532%

Cash at Closing	\$1,052.63
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Sources Of Funds

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

Uses Of Funds

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

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

.10% equal	\$43,295.00
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Brad Slaughter
 Senior Vice President | Public Finance
 Piper Sandler & Co.
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ATTACHMENT
Included with
5.A.

CITY MANAGER'S REPORT
APRIL 5, 2021 CITY COUNCIL MEETING

ITEM 5.C. : Report on Richard Haag's request to purchase City owned property at the corner of Norris and B St.

BACKGROUND

Richard Haag is potentially interested in purchasing a piece of city property located on the corner of Norris Avenue and B St. The subject property abuts Mr. Haag's business. Mr. Haag is interested in using the space for vendors that complement his business, a store that sells western apparel and other items. He would also like to use the property for possible entertainment purposes, as a way to draw and keep downtown shoppers. Vendors could sell items as diverse as saddles or ice cream cones, Haag told the council. "It's McCook's busiest corner...it would be nice to have something go on there," he said. "I feel like something in downtown could be happening."

The corner lot was originally given to the city in 1974 by Dr. Larry Burns for the creation of a "mini-park." The area is currently being used as a "green space" with perennials, trees, shrubs, decorative brickwork and Chamber of Commerce electronic event sign.

City staff and council voiced concerns about the City needing to maintain some kind of control over the uses of the subject property if it were to be sold to Mr. Haag. Further, should the property be sold to Mr. Haag and Mr. Haag wanted to sell the property in the future, the City would still need some kind of assurances that the property would be used in a beneficial way and maintained.

It would be possible to sell the subject property to Mr. Haag with constraints on its use in the transfer. Private land use constraints are typically characterized as restrictive covenants. Such covenants impose obligations upon a landowner either to do or to refrain from doing certain acts. Restrictive covenants are divided into two types: personal covenants and those that "run with the land."

Personal covenants exist only between the covenantor and covenantee, and are not enforceable by their successors in interest. The rights to fish, bike, picnic, and ride horses, absent clear intent to the contrary, would be personal covenants.

Private restrictions on land use are most commonly established by restrictive covenants that run with the land. These covenants are intended to run from one land owner to another and should be distinguished from a personal covenant that binds only the parties to the agreement.

In order for a restrictive covenant to run with the land, the following requirements must be met: (1) the original parties must intend that the covenant will run with the land; (2) there must be privity of estate between the parties; (3) the covenant must touch and concern the land; and (4)

the covenant must relate to something in existence, or the assignees must be named, if they are to be bound by the covenant. While some courts adhere to the view that such a covenant may run for as long as an estate lasts, other courts have held that a restrictive covenant will be limited to such time as seems reasonable from the nature of the case.

A restrictive covenant may be enforced against one who is not a party to the original agreement if the covenant "touches and concerns" the land. In determining whether a restrictive covenant meets this test, the court will analyze whether the covenant benefits the land.

Pursuant to Neb. Rev. Stat. §16-202, the City can lawfully sell real estate. However, said statute requires that the sale be done by ordinance. Notice of such sale and the terms thereof must be published for three consecutive weeks in the newspaper immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of such ordinance a remonstrance petition against such sale is signed by registered voters of the city equal in number to thirty percent of the registered voters of the city voting at the last regular city election held therein and is filed with the city council, the property shall not then, nor within one year thereafter, be sold.

The City would need to have the property appraised and ensure that the value paid to the City is the maximum amount that the City would reasonably receive from all other interested parties.

There may be other and better options for the City rather than selling the property. The City could consider either a lease or exclusive license to use the property.

March 31, 2021



Nathaniel J. Mustion, City Attorney

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

ITEM: 5.D.

RECOMMENDATION:

APPROVE ON SECOND READING ORDINANCE NO. 2021-3014 PROVIDING FOR THE AMENDMENT TO CHAPTER 38: APPENDIX E. SETTING THE RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT

BACKGROUND:

Based on data in the 2021 Water Enterprise Fund Cashflow Model, as prepared by Public Financial Management (PFM), City Staff is recommending that the current water rate be increased by two and one half percent (2 ½%). The rate increase provides funds to cover inflation and pay for capital projects.

The proposed increase would see the ready-to-serve fee increase by 46 cents from \$18.36 to **\$18.82 per month**. The price per 100 cubic feet (748 gallons) would also increase. The first 5,000 cubic feet will cost \$1.920 per 100 cubic feet an increase of 4.7 cents. Usage above 5,000 cubic feet will increase to \$1.423 per 100 cubic feet an increase of 3.5 cents.

The current rates have been in place since January of 2020. They are as follows: Ready to Serve fee of \$18.36, first 5,000 cu. ft. is \$1.873 per 100 cu. ft. and over 5,000 cu ft costs \$1.388 per 100 cu. ft. The PFM advisors recommend the small annual inflationary increases to avoid large increase that are needed after several years without a rate increase.

The attached spreadsheet shows the per month increase to customers using various amounts of water. The row listing 2,289 cubic feet of usage demonstrates a customer that uses 557 cubic feet in the home and 1,732 cubic feet of water to irrigate the lawn. Based on applying 1 inch of water per week to 5,000 square feet of lawn, the customer will see an increase of \$1.64 per month during the watering season. **See attached sheet showing cost to various usage amounts.**

Using the PFM model as the guide and an expected decline in water sales to a level nearer the annual average of 65,000,000 cubic feet, the Water Department's annual revenue for 20/21 should be approximately \$2.2 to 2.4 million dollars. This compared the 19/20 revenue of \$2,493,000 when cubic feet sold exceeded 74,364,000 during an extremely dry summer.

FISCAL IMPACT: None revenue should meet 20/21 budgeted expenditures.

APPROVALS:



Lea Ann Doak, City Clerk

3/31/2021

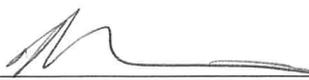
Date



Jesse Dutcher, Utilities Director

March 30, 2021

Date



Nate Schneider, City Manager

3-30-21

Date

		2020/2021 Current Rate				2 1/2 %		May 01, 2021 Rate Increase			0.025	
Rate \$\$\$\$	R-T-S fee	Cubic Feet	over 5,000 Cubic Feet	Sales Tax 7%	Total	R-T-S Fee	First 5,000 Cubic Feet	Over 5,000 Cubic Feet	Sales Tax 7%	Total	Per Mo. Increase	
Usage Cu Ft		\$1.873	\$1.388			\$18.82	\$1.920	\$1.423				
557	\$18.36	\$10.43	\$0.00	\$2.02	\$30.81	\$18.82	\$10.69	\$0.00	\$2.07	\$31.58	\$0.77	
1,802	\$18.36	\$33.75	\$0.00	\$3.65	\$55.76	\$18.82	\$34.60	\$0.00	\$3.74	\$57.15	\$1.39	
2,289	\$18.36	\$42.87	\$0.00	\$4.29	\$65.52	\$18.82	\$43.94	\$0.00	\$4.39	\$67.16	\$1.64	
3,768	\$18.36	\$70.57	\$0.00	\$6.23	\$95.16	\$18.82	\$72.34	\$0.00	\$6.38	\$97.54	\$2.38	
5,306	\$18.36	\$93.65	\$4.25	\$8.14	\$124.40	\$18.82	\$95.99	\$4.35	\$8.04	\$127.20	\$2.81	
13,651	\$18.36	\$93.65	\$120.08	\$16.25	\$248.33	\$18.82	\$95.99	\$123.08	\$16.65	\$254.54	\$6.21	
25,300	\$18.36	\$93.65	\$281.76	\$27.56	\$421.34	\$18.82	\$95.99	\$288.81	\$28.25	\$431.87	\$10.53	

Lot Size 7,000 sq ft 50 ft X 140 ft Lot
 Home Size 2,000 sq ft minus sq. ft of home
 Area of Lawn 5,000 sq ft lawn area to receive 1 inch per week

1inch water 400 cu ft/5,000 sq ft of lawn

1 inch/week domestic use 1,732 cu ft/Month 1 inch of water on lawn per week for 1 month.
 557 cu ft/Month water used in home
Total use 2,289 cu ft/Month total usage irrigation and domestic for 1 month
 \$1.64 amount of increase for 1 month with irrigation

ORDINANCE NO. 2021-3014

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2993 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 1.920 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.423 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of eighteen and 82/100 dollars (\$18.82) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one hundred cubic feet.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$250.00

SECTION 2. Ordinance No. 2019-2993 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2021 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS ____ day of _____, 2021.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

Publish:

**CITY MANAGER'S REPORT
OCTOBER 1, 2018 CITY COUNCIL MEETING**

ITEM: 5.E.

RECOMMENDATION:

APPROVE ON SECOND READING ORDINANCE NO. 2021-3015 PROVIDING FOR THE AMENDMENT TO CHAPTER 38: APPENDIX D. SEWER DEPARTMENT RATES AND FEES

BACKGROUND:

Based on the data in the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by three percent (3%). The rate increase provides the funds to cover inflation and pay for capital projects.

The proposed increase would see the base fee for residential customers go from \$16.53 to **\$17.03** per month (50 cents). The commercial base fee will go from \$24.09 to **\$24.81** per month (72 cents). Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 3% from the current \$3.570 per 100 cubic feet (748 gallons) to **\$3.677** per 100 cubic feet of usage (10.7 cents). See attached sheet showing cost to various customers.

Using the PFM model as the guide a 3% increase will generate additional annual revenue of approximately \$30,300 for FY 20/21.

These amounts are calculated on the assumption that future usage will remain at or near the average annual usage of 30,000,000 cubic feet.

Ordinance 2021-3015 also includes a \$35.00 per load fee to unload sewage haulers afterhours and on weekends at the Wastewater Treatment Plant. Staff is also requesting an increase in the sewer tap/connection fee from the current \$5.00 inspection fee and \$45.00 for the tap saddle to a \$150.00 connection fee. The current amount (\$50.00) does not cover the cost of the tap saddle, labor and equipment to make a sewer tap.

FISCAL IMPACT: An estimated \$30,300 increase in Sewer Enterprise revenue. If rate are increased.

APPROVALS:



Lea Ann Doak, City Clerk

3/31/2021

Date



Jesse Dutcher, Utilities Director

9 March 30, 2021

Date



Nate Schneider, City Manager

3-30-21

Date

20/21

SEWER RATES

5/1/21

Sewer Only Residential	SMALL user	20/21	2 persons	Current Amount		Increase
		Rate	Usage		Rate	3.00%
Winter usage De, Ja, Fe	RTS Fee / 100 cu ft fee	\$3.570	356 cu. ft	\$16.530 \$0.82	\$3.677	\$17.03 \$0.85
	Sales Tax 7%			\$1.21		\$1.25
	Monthly Total			\$18.57		\$19.12
		Average Residential (Small)			Mo. Increase	\$0.56
Sewer Only Residential	Medium user	2018	4 persons	Current Amount		Increase
		Rate	Usage		Rate	3.00%
Winter usage De Ja Fe	RTS Fee inc first 333 cu Ft. / 100 cuft fee	\$3.570	532 cu. ft	\$16.530 \$7.10	\$3.677	\$17.03 \$7.32
	Sales Tax			\$1.65		\$1.70
	Monthly Total			\$25.29		\$26.05
		Average Residential (Medium)			Mo. Increase	\$0.76
Sewer Only Residential	Large user	2018	6 persons	Current Amount		Increase
		Rate	Usage		Rate	3.00%
Winter usage De Ja Fe	RTS Fee inc first 333 cu ft / 100 cu. ft fee	\$3.570	830 cu. ft	\$16.530 \$17.74	\$3.677	\$17.03 \$18.28
	Sales Tax			\$2.40		\$2.47
	Monthly Total			\$36.67		\$37.77
		Average Residential (Large)			Mo. Increase	\$1.10
Sewer Only Commercial	Small user	2018		Current Amount		Increase
		Rate	Usage		Rate	3.00%
Winter usage De, Ja, Fe	RTS Fee inc first 333 cu ft / 100 cuft fee	\$3.570	234 cu. ft	\$24.09 \$0.00	\$3.677	\$24.81 \$0.00
	Sales Tax 7%			\$1.69		\$1.74
	Monthly Total			\$25.78		\$26.55
		Average Commercial (small)			Mo. Increase	\$0.77

ORDINANCE NO. 2021-3015

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2994 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

SECTION 1. That Chapter 38: Fee Schedule - Appendix D, Sewer Department Rates and Fees; shall be amended to read as follows:

- A. Sewer connection permit. The fee required for the obtaining of a sewer connection permit as required by § 51.020 is hereby set at \$500.
- B. Sewer connection fees. The fees required by § 51.022 pertaining to sewer connections are hereby set as follows:
 - 1. Where connection to an existing sewer main is requested, a sewer connection fee of \$150 will be required.
 - 2. In certain cases, where a larger than normal service connection is required, a fee will be charged to the applicant based on labor and material charges involved in installing the sewer connection.
 - 3. All fees required by this section are due and payable in advance of the inspection or sewer connection.
- C. Private sewage disposal permit. The fee required by § 51.055 pertaining to private sewage disposal permits is hereby set at \$10.
- D. Sewer Use Charges.
 - 1. Residential. The residential sewer use charges provided for in Section 51.072 are as follows:

Minimum Charges of \$17.03 per month based on the first 333 cubic feet of water usage.

Residential Rate - \$3.677 per 100 cubic feet for everything over 333 cubic feet water usage.
 - 2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of \$24.81 per month based on the first 333 cubic feet of water usage.

Commercial Rate - \$3.677 per 100 cubic feet for everything over 333 cubic feet water usage.

3. Sewage Disposal at the Treatment Plant. All sewage that is transported by truck or any vehicle to the plant for disposal will be assessed a fee of \$0.10 per gallon during regular business hours. Non-business hours will be assessed an additional \$35.00 per load.

SECTION 2. Ordinance No. 2019-2994 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2021 and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of _____, 2021.

- s - Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
APRIL 5, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 5.F.

Continued discussion regarding the "Citizen's Comments" portion of the McCook City Council meetings.

BACKGROUND:

The City of McCook's regular meeting agenda includes time for Citizen Comments. One drawback to the Citizen's Comments portion of the McCook City Council meetings is that the items presented during Citizen's Comments are unknown to the City Council prior to the commencement of the meeting. The Open Meetings Act disallows comments or discussion from the McCook City Council or City Staff to the comments presented by the citizen. Discussion is barred due to the fact that the citizen's discussion item is not included on the agenda. By law, only the items officially listed on the regular meeting agenda can be discussed at a McCook City Council meeting.

Over the past few months, a number of people have presented items during the Citizen's Comments portion of the McCook City Council meetings. Due to the fact the Council is not allowed to respond, discussions and/or directed action cannot be taken at the meeting. The lack of discourse has led to misunderstandings.

At the March 15, 2021 McCook City Council meeting, there was an agenda item dedicated to discussing the Citizen's Comment portion of the City of McCook's council meetings. The Council asked Staff to investigate how other communities addressed items that weren't included on their agendas. Grand Island and Kearney have applications available to its citizens who want to have an item presented before their respective councils. In both cases, the citizen submits the application to present an agenda item to city staff members. If the city staff members can address the items without Council involvement, the appropriate personnel will work with the applicant to address their issue. If the item is of the nature that Council attention is required, the citizen's item is placed on the subsequent council's agenda. A running list of applications could be maintained by staff so the Council is kept informed of the citizens' requests, as well as a statement of disposition that details how the concern was addressed by the staff.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2021



Nate Schneider, City Manager

March 30, 2021

Lauren Brandt, City Clerk
City of Kearney
18 East 22nd Street
P. O. Box 1180
Kearney, NE 68848-1180



TELEPHONE · (308) 233-3216
E-MAIL · lbrandt@kearneygov.org
WEBSITE · www.cityofkearney.org

REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Name: _____

Address: _____

Telephone #: _____ **Email** _____

Date of Request: _____

Description of Requested Topic: _____

For Administrative Purposes:

Date Request Received: _____ **Received by:** _____

Action Taken: _____

Follow-Up Needed: _____

Signed:

Date:



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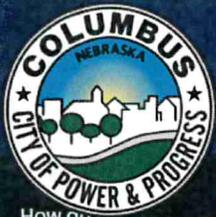
[Public Requests](#)

[Home](#) > [Departments](#) > [Administration](#) > [City Clerk](#) > Public Requests

Public Requests

Topic for Consideration

If you have a specific topic that you would like the [City Council](#) or Council Committee to discuss at a future meeting, please complete the [Topic for Consideration Form](#). The Item will be reviewed and possibly scheduled for a future meeting, or forwarded to city staff for appropriate action.



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Topic for Consideration (For City Committee Agenda)

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

First Name:*	<input type="text"/>
Last Name:*	<input type="text"/>
Street Address:*	<input type="text"/>
City:*	<input type="text" value="Columbus"/>
State:*	<input type="text" value="Nebraska"/>
Zip:*	<input type="text" value="68601"/>
Phone Number:*	<input type="text"/>
Email Address:*	<input type="text"/>
Date of Request:*	<input type="text"/>
Description of Requested Topic: (Please be as specific as possible)*	<input type="text"/>

For a printable form please use this link: [Topic for Consideration \(printable form\)](#)



The City of *Columbus*

CITY CLERK'S OFFICE

Phone (402) 562-4224 • Fax (402) 563-1380

TOPIC FOR CONSIDERATION FOR CITY COMMITTEE AGENDA

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

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Date of Request: _____

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

For Administrative Purposes Only:

Date Request Received: _____

Action Taken: _____

Follow-Up Needed: _____





REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Name: _____

Address: _____

Telephone #: _____

Date of Request: _____

Description of Requested Topic: _____

Agenda Format

Council Agenda

The order of business at Council meeting follows the outline of the agenda:

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE & INVOCATION**
- **SUBMITTAL OF PUBLIC REQUESTS FOR FUTURE AGENDA ITEMS**
 - Persons wishing to address the mayor and City Council regarding any agenda item must come forward and reserve time to speak on that item.
- **PRESENTATIONS AND PROCLAMATIONS**
- **BOARD OF EQUALIZATION**
- **PUBLIC HEARINGS**
 - A public hearing is a formal process intended to solicit public comment. A public hearing is structured in part, to meet legal requirements. After a brief presentation on the item, any public comment will be heard.
- **ORDINANCES**
 - An Ordinance is the most formal type of Council action and may be repealed or changed only by another Ordinance. Ordinances represent the laws of the City. General policy of the Grand Island City Council is to suspend the statutory rules requiring ordinances to be read by title on three different days. Eight votes are required to suspend the rules. Ordinances are considered for passage on the same day upon reading by number only, and then placed on the final passage, and calls for a roll call vote on both readings. The Ordinance must be approved by a majority of the Council on both its first and final reading in order to be adopted. Ordinances become law 15 days after publication, unless otherwise stated in the Ordinance.
- **CONSENT AGENDA**
- **REQUESTS AND REFERRALS**
- **PAYMENT OF CLAIMS**
- **ADJOURNMENT**

How can residents participate ?

Citizen participation in Council meetings is invited and encouraged by the City Council. The public is welcome at all Council meetings. Citizens can speak regarding an agenda item after that item has been presented. To assure fair consideration of each item and to allow all viewpoints to be presented, the following general rules will be followed:

- Each person wishing to address the Council should reserve time to speak during the section of the meeting entitled "Reserve Time to Speak on Agenda Items". At the appropriate time, the Mayor will call on those citizens who have reserved time to speak.

- Each person wishing to address the Council should approach the microphone at the lectern and state their name and address.
- Comments or inquires should be presented to the Mayor and City Council.

If you have any questions about Council procedures or would like more information about how Council works please contact the [City Clerk](#).

Election Information

The ten members of Council are elected by Grand Island residents. Each Council person represents every resident throughout Grand Island.

Election Information FAQ

What offices are elected in Grand Island?

The Mayor and ten City Council Members are the elected officials of the City of Grand Island. The Mayor is elected at-large and the City Council Members are elected from each of five wards. Each Council Member from each Ward is elected for a 4 year term alternately.

How often are the elections?

Elections are held every two years, with each Council Member up for election every four years. The primary election is held the first Tuesday after the second Monday in May and the General Election is held on the first Tuesday following the first Monday in November of each even numbered year.

What are the requirements to run for office?

The candidate must reside in the City Ward of the office sought, be a registered voter and a citizen of the United States. No candidate is allowed to hold any other public elective office, and cannot be an officer, employee, or service in any capacity with the City government (except a City Council Member running for the office of Mayor).

Is there a charge to run for office?

Yes. The City of Grand Island charges 1% of the yearly salary received for that office. Thus, the filing fee to run for Mayor is \$160.00 and \$72.00 for City Council.

Are parties of candidates mentioned in elections?

All City elections are conducted on a nonpartisan basis; that is, references to party affiliation are not permitted on any campaign literature and do not appear on the ballot.

**CITY MANAGER'S REPORT
APRIL 5, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 5.G.

Discussion regarding the McCook City Council's prioritization of current general fund needs and potential general fund projects.

BACKGROUND:

Annually, the McCook City Council establishes a budget that sets the general fund spending for the impending fiscal year. Additionally, the McCook City Council has sole jurisdiction over prioritizing future projects, which includes the funding mechanisms to accomplish project completion. Over the past few months, the McCook City Council has held a special capital improvement meeting and a special meeting whereby a tour of the City of McCook's existing facilities occurred. Both meetings were open to the public and input was encouraged.

Mayor Gonzales has requested an agenda item be placed on the April 5, 2021 regular McCook City Council agenda to further discuss general fund prioritization. For this particular agenda item, the City Council will have an opportunity to discuss prioritization for the upcoming fiscal year and beyond.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2021



Nate Schneider, City Manager

March 30, 2021