

MCCOOK CITY COUNCIL

REGULAR MEETING

Tuesday, September 3, 2019

5:30 PM - City Council Chambers

Call to Order and Roll Call.

Open Meetings Act Announcement.

Invocation -- McCook Ministerial Association - Kyle Dellevoet, McCook Christian Church.

Pledge of Allegiance.

Items.

1. Citizen's Comments.

2. Announcements & Recognitions.

3. Public Hearings.

A. Public Hearing - consider the 2020 McCook Plan of Street Improvements.

1. Adjourn the Public Hearing.

B. Adopt Resolution No. 2019-09 approving the 2020 McCook Plan of Street Improvements.

C. Public Hearing - FY 2019/2020 Annual Budget.

1. Adjourn the Public Hearing.

D. Public Hearing - Set Final Tax Request at a different amount than the prior year.

1. Adjourn Public Hearing.

E. Ordinance No. 2019-2986 providing for the adoption of the budget for FY 2019/2020.

1. Chairperson asks Clerk to read Ordinance by title.

2. Consider approval of Ordinance No. 2019-2986 upon its second reading.

F. Ordinance No. 2019-2987 providing for the adoption of the FY 2019/2020 Fiscal Year Employee Classification Pay Plan.

1. Chairperson asks Clerk to read Ordinance by title.

2. Consider approval of Ordinance No. 2019-2987 upon its second reading.

- G. Ordinance No. 2019-2988 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2019-2988 upon its first reading.
 - H. Approve increase of Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority.
4. Consent Agenda.
- A. Approve the minutes of the August 19, 2019 regular City Council meeting.
 - B. Approve a lease agreement for the McCook Ben Nelson Regional Airport Terminal between General Services Administration (GSA) and the City of McCook.
 - 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 wedding reception to be held at Community Hospital, 1301 East "H" Street, on October 19, 2019 from 12:00 P.M. to 1:00 A.M.
 - D. Approve the application for a Special Designated Liquor License submitted by Miretta Vineyards & Winery, Inc., dba Miletta Vista Winery, Liquor License #YK-77615 for tasting and bottle sales to be held at the Red Willow County Fairgrounds Community Building, 1412 West 5th Street, on December 7, 2019 8:30 A.M. to 4:30 P.M.
 - E. Receive and file claim for damages from Kathy Kautz and instruct that it be submitted to the City's insurance carrier for review and appropriate action.
 - F. Approve Resolution No. 2019-10 authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance Form 2019 to the Nebraska Board of Public Roads Classifications and Standards.
 - G. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for a Husker Tailgate/Beer Garden to be held in the Citta' Deli parking lot, 101 West 1st Street, on September 28, 2019 from 10:30 A.M. to 11:59 P.M.
 - H. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for a McCook Chamber Mixer to be held at McCook National Bank, 220 Norris Avenue, on September 25, 2019 from 12:00 P.M. to 11:59 P.M.
5. Regular Agenda.
- A. Approve the utilization of ACE funds in an amount up to \$6,182 for the purchase of a Patriot 3 Flex Field 3 Ballistic Barrier.
 - B. Discussion regarding the future of the old public safety center located at 526 West "B" Street.
 - C. Ordinance No. 2019-2985 prohibiting persons under the age of eighteen years from the use and possession of tobacco, tobacco products, electronic cigarettes and vapor products, alternative nicotine products, and establish a penalty for violations.
 - 1. Chairperson asks Clerk to read ordinance by title.
 - 2. Consider approval of Ordinance No. 2019-2985 upon its second reading.
 - D. Discuss and authorize staff to proceed with the purchase of an additional columbarium from Eickhof Columbaria to be placed near the existing columbarium at Memorial Park.

E. Council Comments.

F. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57.

1. Nebraska Open Meetings Act statement, if the motion to close passes.

2. Close Executive Session.

G. An Executive Session may be held upon a majority vote of the Council for the annual evaluation of the job performance of City Manager Nathan A. Schneider.

1. Nebraska Open Meetings Act statement, if the motion to close passes.

2. Close Executive Session.

Adjournment.

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 3.E.

Approve Ordinance No. 2019-2986 providing for the adoption of the budget for FY 2019/2020 upon its second reading.

BACKGROUND:

Ordinance No. 2019-2986 provides for the adoption of the budget for Fiscal Year 2019/2020 after discussion and consideration by the Council.

A preliminary of capital requests included in the budget is attached, along with sales tax project balances and proposed sales tax projects for FY2019/2020.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 28, 2019



Nathan A. Schneider, City Manager

August 28, 2019

ORDINANCE NO. 2019-2986

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2019, through September 30, 2020. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of McCook. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and the County Clerk of Red Willow County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS _____ day of _____, 2019.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

		CAPITAL REMOVED	CAPITAL RETAINED	POSSIBLE ELEC UTIL	POSSIBLE SAFE DIV	MOVE TO SALES TAX
Auditorium	Roof Replacement	\$ 69,980				
Police	Records Management System		\$ 21,500			
	Secondary Range	\$ 5,000				
	Police Package Vehicle		\$ 30,000			
	Police Package Vehicle	\$ 30,000				
Municipal Center	Mower	\$ 15,000				
Fire	Additional Person		\$ 83,168			
	SCBA Lease		\$ 21,227			
	Turnout Gear		\$ 10,000			
	Extraction Equipment		\$ 123,665			
	AARF Vehicle	\$ 775,000				
Ambulance	Ambulance Lease Pay		\$ 31,608			
Civil Defense	Outdoor Warning Sirens	\$ 107,000		\$ 52,000	\$ 55,000	
Street	Sweeper Payment		\$ 34,365			
	Used Motor Grader			\$ 120,000		
	Loader	\$ 175,000				
	Loader Down payment			\$ 40,000		
	Pickup	\$ 35,000		\$ 35,000		
	Mower	\$ 30,000				
	Plow for Pickup	\$ 8,000		\$ 8,000		
	Upgrade Bucket Truck	\$ 50,000				
	Snow Blower Upgrade	\$ 35,000				
	Surplus Snow Plow Truck	\$ 30,000				
	Storm Sewer Master Plan	\$ 35,000				
	Transportation Master Plan	\$ 35,000				
Cemetery	Mower	\$ 25,000				
	Memorial Park Sprinkler	\$ 150,000				
	Garage Door height	\$ 4,900				
	Shop Expansion	\$ 40,000				\$ 50,000
	Road Repair	\$ 100,000				
Park	Sprinkler System Dillman	\$ 4,000				
	Pickup	\$ 30,000	\$ 35,000			
	Pickup Plow		\$ 8,000			
	Barnett Shelter Improve	\$ 100,000				
	Mower	\$ 30,000				
	Karrer Park RR	\$ 100,000				
	Water Reel	\$ 9,000	\$ 9,000			
	Skatepark Fencing	\$ 5,000				
	Barnett Park Ponds	\$ 30,000				
	Develop upper Barnett Park	\$ 15,000				
	Overlay Barnett Roads	\$ 284,400				
Ballpark	Mower Rotation	\$ 30,000	\$ 30,000			
	Parking Lot Overlay	\$ 165,600				
	Shop Expansion	\$ 20,000				
Airport	Pave Entrances	\$ 35,000				
	30 Signs LED	\$ 22,000				
		\$2,634,880	\$ 437,533	\$ 255,000	\$ 55,000	\$ 50,000

**PROPOSED SALES TAX PROJECTS
FY 2019/2020**

Street Improvements	
Increase Annual to	\$ 275,000
For One & Longer Street Plan	
(N Cherokee -\$443,000)	\$ 100,000
Street Improvements	\$ 150,000
Drainage Improvements - Increase	\$ 100,000
Airport Imp Project Additional	\$ 67,325
Pool Improvements Addition	\$ 50,000
From Old Sales Tax Uncommitted	
Cemetery Shop Expansion	\$ 50,000
	 \$ 792,325

Needed Projects:

<i>Barnett Shelter House Improvements</i>	\$ 100,000
<i>Karrer Park Restrooms</i>	\$ 100,000
<i>Cemetery Roads</i>	\$ 100,000
<i>Barnett Park Roads</i>	\$ 285,000
<i>Ballpark Parking Lot</i>	\$ 165,600
<i>Elks Tennis Court Improvements</i>	unknown
<i>Auditorium Improvements</i>	\$ 25,000
<i>(General Improvements)</i>	

\$ 775,600

**PROJECTED FY 2018/2019
YEAR END SALES TAX BALANCES**

	SUNSET SALES TAX DOLLARS	2018 SALES TAX DOLLARS
Street Improvements (One & Long Range)	\$ -	\$ 240,000
Monument/Promo Signs	\$ 29,539	
Park Improvements	\$ 19,950	
Ball Park Improvements	\$ 42,307	
Pool Improvements	\$ 130,000	
Street Improvements (Maintenance)	\$ 184,330	
Drainage Improvements (Maintenance)	\$ 61,832	\$ 52,087
Cemetery Improvements	\$ 1,395	
Senior Center Renovations	\$ 60,000	
Uncommitted	\$ 121,316	\$ 1,300
Library Heating/Cooling Upgrades	\$ 110,000	
Barnett Park Improvements	\$ 30,000	
	\$ 790,669	\$ 293,387

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 4.D.

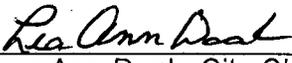
Approve the application for a Special Designated Liquor License submitted by Miretta Vineyards & Winery, Inc., dba Miletta Vista Winery, Liquor License #YK-77615 for tasting and bottle sales to be held at the Red Willow County Fairgrounds Community Building, 1412 West 5th Street, on December 7, 2019 8:30 A.M. to 4:30 P.M.

BACKGROUND:

Miretta Vineyards will be hosting 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.

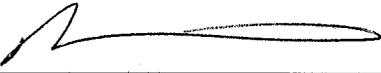
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 28, 2019



Nathan A. Schneider, City Manager

August 28, 2019

**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

Miretta Vineyards & Winery Inc., dba Mileta Vista Winery

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

1732 Hwy 281, St. Paul NE 68873

Retail Liquor License Address or Non-Profit Business Address

77615 YK

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 12-7-19

Event Start Time(s): 8:30 a.m.

Event End Time(s): 4:30 p.m.

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Community Building, Red Willow Fairgrounds

Event Street Address/City: 1412 W 5th St., McCook NE 69001

Indoor area to be licensed in length & width: 50 x 100

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

Type of Event: Tasting and bottle sales 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: Brandon Ryan Event Contact Phone Number: 308-750-3598

Event Contact Email: loretta@milettavistawinery.com

*Signature Authorized Representative: Loretta McDowell Printed Name Loretta McDowell

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
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 4.H.

Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for a McCook Chamber Mixer to be held at McCook National Bank, 220 Norris Avenue, on September 25, 2019 from 12:00 P.M. to 11:59 P.M.

BACKGROUND:

They 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

August 29, 2019



Nathan A. Schneider, City Manager

August 29, 2019

Special Designated License Local Recommendation Form #200

All information on this form must match the information entered on the portal application

Citta' Deli, LLC

121305

Retail Liquor License Name

Retail Liquor License #

Non-Profit Name (Form #201 Required)

Federal ID #

Event Date(s): 9-25-19
(Consecutive Only)

Event Start Time(s): 12:00pm

Event End Time(s): 11:59pm

Alternate Date: _____ Alternate Location Address: _____

Event Building Name: McCook National Bank

Event Street Address/City: 220 Norris Avenue, McCook, NE 69001

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

Outdoor area to be licensed in length & width: _____ x _____ (Form #109 Required)

Type of Event: McCook Chamber Mixer Estimate # of attendees: 150

Type of alcohol to be served: Beer Wine Distilled Spirits

Event Contact Name: William Lesko Event Contact Phone Number: 308-340-6530

Event Contact Email: blesko@centurylink.net

*Signature Authorized Representative: William P. Lesko Printed Name WILLIAM P. LESKO

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 approving event completes below:

City/Village Clerk Approval Signature

Date

OR:

County Clerk Approval Signature

Date

Citta' Deli Husker Parking Lot Tailgate Party (9-28-19)

Event Details

Event to take place during Nebraska/Ohio State Football Game.

Beer Garden in Citta' Deli Parking lot with additional beer, wine and spirits sold inside.

Additional security provided by 3 hired security guards.

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 3.F.

Approve Ordinance No. 2019-2987 providing for the adoption of the FY 2019/2020 Fiscal Year Employee Classification Pay Plan upon its second reading.

BACKGROUND:

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for Fiscal Year 2019/2020.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 28, 2019



Nathan A. Schneider, City Manager

August 28, 2019

ORDINANCE NO. 2019-2987

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2019/2020 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER 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. The 2019/2020 Employee Classification and Pay Plan shall be and is hereby adopted. Said Classification and Pay Plan is incorporated herein by reference the same as if set out in full. A copy of the Classification and Pay Plan shall be on file in the office of the City Clerk and is available for public inspection at any reasonable time. (Ref. City of McCook Code of Ordinances, § 30.075).

SECTION 2. The Employee Classification and Pay Plan shall be effective October 1, 2019.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2019.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

Publish:

**CITY OF MCCOOK
CLASSIFICATION AND PAY PLAN
FY 2019-2020**

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(S1)	Pool Basket Help	6.750 6.750	
(S2T)	Temporary Seasonal - work less than 90-Days Part-Time Laborer Maintenance Man Part-Time Clerical	9.000 - 10.500	
(3P)	Permanent Part-Time Part-Time Clerical Part-Time Transit Driver Senior Center Aide Part-Time Maintenance	9.000 - 13.000	
(S4)	Pool Seasonal/Seasonal II Pool Manager Seasonal II Assistant Pool Manager Pool Guard	10.200 - 13.000 9.000 - 10.500 8.500 - 10.000	
(5)	Clerk (No Review)		
(10)	Assistant Cook	11.824 - 16.002	24,593 - 33,284
(15)	Bus Driver (Public Transportation)	12.408 - 17.553	25,806 - 36,514
(20)	Head Cook	12.730 - 19.495	26,478 - 40,545
(25)	Full-Time Custodial/Maintenance	12.800 - 19.222	
(30)	Disposal Plant Operator Trainee (WWTP)	13.290 - 18.810	27,643 - 39,124

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(35)	Clerk II (Public Transit Dispatcher)	13.304 - 18.524	27,671 - 38,533
(40)	Circulation Librarian Catalogue/Media Librarian	13.465 - 18.973	28,004 - 39,463
(45)	Laborer I	13.937 - 19.024	28,989 - 39,568
(50)	Equipment Operator I	14.124 - 19.058	29,378 - 39,642
(55)	Public Safety Office Assistant Office Assistant	14.235 - 19.396	29,610 - 40,344
(58)	Public Safety Dispatcher (Union Contract)		
(60)	Laborer II	14.583 - 19.630	30,332 - 40,830
(65)	Disposal Plant Operator WWTP Operator I	14.794 - 19.891	30,773 - 41,377
(70)	Equipment Operator II	15.180 - 20.801	31,574 - 43,263
(75)	Refuse Collection Driver	15.317 - 21.191	31,859 - 44,075
(80)	Administrative Assistant	15.355 - 20.787	31,938 - 43,237
(85)	Human Resource Officer** **Reclassified to 145 FY18/19		
(90)	Utility Service Technician I	15.503 - 20.539	32,248 - 42,720
(95)	Assistant Mechanic	15.591 - 21.967	32,426 - 45,693
(100)	Juvenile Services Librarian	15.752 - 20.339	32,764 - 42,308
(105)	Disposal Plant Operator II	16.199 - 21.545	33,695 - 44,816

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(110)	Chief Dispatcher	16.261 - 21.709	33,824 - 45,151
(115)	Utility Service Technician II	17.143 - 23.111	35,657 - 48,073
(120)	Equipment Operator III Tractor-Trailer Operator	17.170 - 23.151	35,710 - 48,152
(125)	Cemetery Sexton	17.269 - 24.031	35,917 - 49,985
(130)	Maintenance/Groundskeeper II	17.407 - 22.876	36,205 - 47,584
(135)	Mechanic	17.604 - 23.857	36,617 - 49,624
(140)	Disposal Plant Operator III Water Plant Operator I	17.604 - 23.598	36,617 - 49,082
(145)	Deputy City Clerk Human Resource Officer	17.642 - 24.443	36,693 - 50,840
(150)	Patrol Officer (42 hour) (Union Contract)		
(155)	Detective (42 hour) (Union Contract)		
(160)	Water Plant Operator II	20.987 - 27.750	43,651 - 57,720
(165)	Police Sergeant (42 hour) Sergeant/Patrol Supervisor	21.992 - 29.439	48,027 - 64,298
(170)	Solid Waste Superintendent Public Works Supervisor	22.464 - 30.723	46,729 - 63,905

Library Director**

Senior Services Director**

**Effective December 2016 - Minimum

Salary for exempt positions - \$47,476

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(175)	Laborer Foreman	22.490 - 29.006	46,780 - 60,325
(180)	Building Inspector/Code Compliance Officer	23.039 - 30.858	47,919 - 64,186
(185)	Wastewater Superintendent Water Superintendent	23.223 - 31.381	48,305 - 65,270
(190)	Airport Maintenance Operator	23.796 - 27.066	49,494 - 56,297
(195)	Library Director (Masters Degree)	25.835 - 34.104	53,738 - 70,935
(200)	City Clerk (No Review)		
(205)	Utilities Director	28.521 - 39.075	59,322 - 81,279
(210)	City Clerk/Treasurer	28.646 - 41.451	59,579 - 86,217
(215)	Public Works Director	30.758 - 41.214	63,976 - 85,728
(220)	Fire Chief Chief of Police	31.517 - 42.683	65,555 - 88,777

NOTE: 20 hour/week = 1,040 hour/year
 30 hour/week = 1,560 hour/year
 40 hour/week = 2,080 hour/year
 42 hour/week = 2,184 hour/year
 56 hour/week = 2,912 hour/year

Firefighter/Paramedic - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2019 - 9/30/2020	\$ 15.520	\$ 16.167	\$ 16.628	\$ 17.215	\$ 17.831	\$ 18.438	\$ 19.087	\$ 19.751	\$ 20.441	\$ 21.152	\$ 21.894

The pay grid above is for firefighters/paramedics. Firefighters/paramedics/lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as firefighters/EMT-1 will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

Firefighter/Paramedic (40 hour work week) - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2019 - 9/30/2020	\$ 21.725	\$ 22.634	\$ 23.277	\$ 24.099	\$ 24.964	\$ 25.813	\$ 26.722	\$ 27.651	\$ 28.615	\$ 29.616	\$ 30.652

The pay grid above is for firefighters/paramedics. New employees hired as firefighters/EMT-1 will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

Police Officers/Detectives/Dispatchers - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2017 - 9/30/2019								
Police Officers	\$ 17.380	\$ 18.162	\$ 18.979	\$ 19.833	\$ 20.725	\$ 21.658	\$ 22.633	\$ 23.627
Detectives	\$ 19.292	\$ 20.160	\$ 21.067	\$ 22.015	\$ 23.006	\$ 24.041	\$ 25.123	\$ 26.759
Dispatchers	\$ 13.275	\$ 13.872	\$ 14.496	\$ 15.148	\$ 15.830	\$ 16.542	\$ 17.286	\$ 18.088

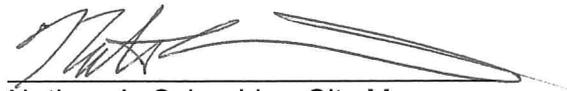
CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 MCCOOK CITY COUNCIL MEETING

ITEM **5.B.** Discussion regarding the future of the old public safety center located at 526 West B Street.

BACKGROUND:

At the last McCook City Council Meeting held on August 19th, James Hegwood made a presentation during the "Citizen Comments" portion of the meeting. During his presentation, Mr. Hegwood expressed an interest in purchasing the old public safety center. Currently, the building has one tenant, The Family Resource Center. Additionally, McCook's Public Works Department uses the fire bay and other areas of the building for storage. Staff is placing this matter on the current agenda as a discussion item.

APPROVALS:



Nathan A. Schneider, City Manager

August 28, 2019



Lea Ann Doak, City Clerk

August 28, 2019

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 4.G.

Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for a Husker Tailgate/Beer Garden to be held in the Citta' Deli parking lot, 101 West 1st Street, on September 28, 2019 from 10:30 A.M. to 11:59 P.M.

BACKGROUND:

They 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.

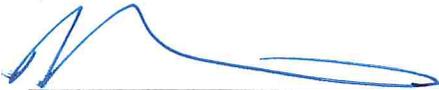
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 29, 2019



Nathan A. Schneider, City Manager

August 29, 2019

Special Designated License Local Recommendation Form #200

All information on this form must match the information entered on the portal application

Citta' Deli, LLC

121305

Retail Liquor License Name

Retail Liquor License #

Non-Profit Name (Form #201 Required)

Federal ID #

Event Date(s): 9-28-19
(Consecutive Only)

Event Start Time(s): 10:30am

Event End Time(s): 11:59pm

Alternate Date: _____ Alternate Location Address: _____

Event Building Name: Citta' Deli Parking Lot

Event Street Address/City: 110 West 1st Street, McCook, NE 69001

Indoor area to be licensed in length & width: _____ X _____

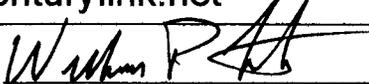
Outdoor area to be licensed in length & width: 100' X 90' (Form #109 Required)

Type of Event: Husker Tailgate/Beer Garden Estimate # of attendees: 250

Type of alcohol to be served: Beer Wine Distilled Spirits

Event Contact Name: William Lesko Event Contact Phone Number: 308-340-6530

Event Contact Email: blesko@centurylink.net

*Signature Authorized Representative:  Printed Name WILLIAM P. LESKO

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 approving event completes below:

City/Village Clerk Approval Signature Date

OR:

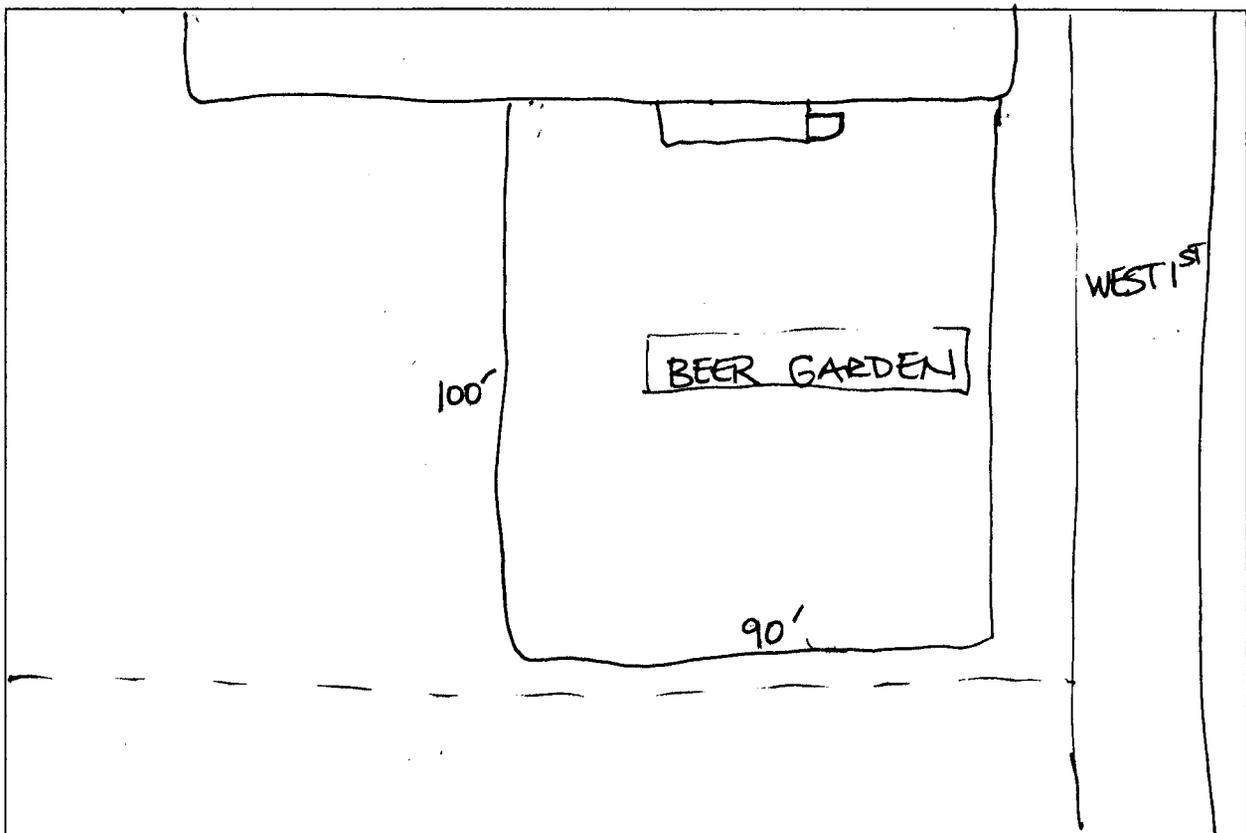
County Clerk Approval Signature Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED 3 Hired Security/8 Citta Deli Staff
WRIST BANDS + TOKENS AT REGISTER INSIDE

- 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:



Citta' Deli Husker Parking Lot Tailgate Party (9-28-19)

Event Details

Event to take place during Nebraska/Ohio State Football Game.

Beer Garden in Citta' Deli Parking lot with additional beer, wine and spirits sold inside.

Additional security provided by 3 hired security guards.

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 5.D.

DISCUSS AND AUTHORIZE STAFF TO PROCEED WITH THE PURCHASE OF AN ADDITIONAL COLUMBARIUM FROM EICKHOF COLUMBARIA TO BE PLACED NEAR THE EXISTING COLUMBARIUM AT MEMORIAL PARK CEMETERY.

BACKGROUND:

Back in 2001 a 64 niche columbarium was purchased with funds provided by the United Methodist Church. This columbarium includes a praying hands statue that has been placed on top. The current columbarium was purchased for \$23,505.00 from Eickhof Columbaria. In addition to the columbarium, the City of McCook purchased 4 matching benches in the amount of \$9,200.00. These benches are located near the columbarium. Out of the 64 niche's that make up the columbarium, we currently have 16 niche's available for purchase.

As part of the purchase of the columbarium, a future expansion plan was presented to the City of McCook.(See attachment) This plan includes an additional 4 rectangular shaped columbarium structures, that at the time were presented as having 64 additional niche's each. With only 25% of the niche's available, it is time to look at additional columbarium space.

In the City of McCook code book sub-section 34.32 states:

"A contract may be awarded without competition when the Purchasing Agent, or his or her designee, determines that there is only one source for the required supplies, materials, or contractual services. The Purchasing Agent, or his or her designee, shall conduct negotiations, as appropriate, as to price, delivery, and terms."

City staff feels that this is a unique purchase. In order to follow the plan for future expansion and to make sure that the additional columbarium's have matching granite, staff is recommending that this purchase be made from Eickhof Columbaria.

We have received two proposals from Eickhof Columbaria for an additional columbarium. The first proposal would be for a pre assembled structure that includes 64 - 12" x 12" niches, the same size and number of niches that is in our current columbarium. The cost of this structure would be \$40,200 including delivery and leveling. The second proposal would be the same size physically, but include 48 - 12" x 12" and 36 - 8" x 8" niches or a total of 84. The cost of this setup would be \$43,600.00 including delivery and leveling. After speaking with the local funeral homes concerning the two options, they felt that the larger niches would be more popular than the smaller niches. The only additional cost to the City, associated with the installation, would be to pay for a crane to unload and set the structure.

As a side project, the City plans to resurface the concrete around the columbarium. The cost of this resurfacing is estimated to be \$2,600.

We currently have \$50,000.00 budgeted in the 2018/2019 FY budget for this project. The dollars that are being used are coming out of the Cemetery perpetual care fund.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

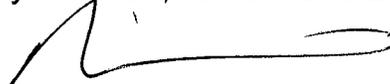
DISCUSS AND AUTHORIZE STAFF TO PROCEED WITH THE PURCHASE OF AN ADDITIONAL COLUMBARIUM FROM EICKHOF COLUMBARIA TO BE PLACED NEAR THE EXISTING COLUMBARIUM AT MEMORIAL PARK CEMETERY.

APPROVALS:



Kyle Pothhoff, Public Works Director

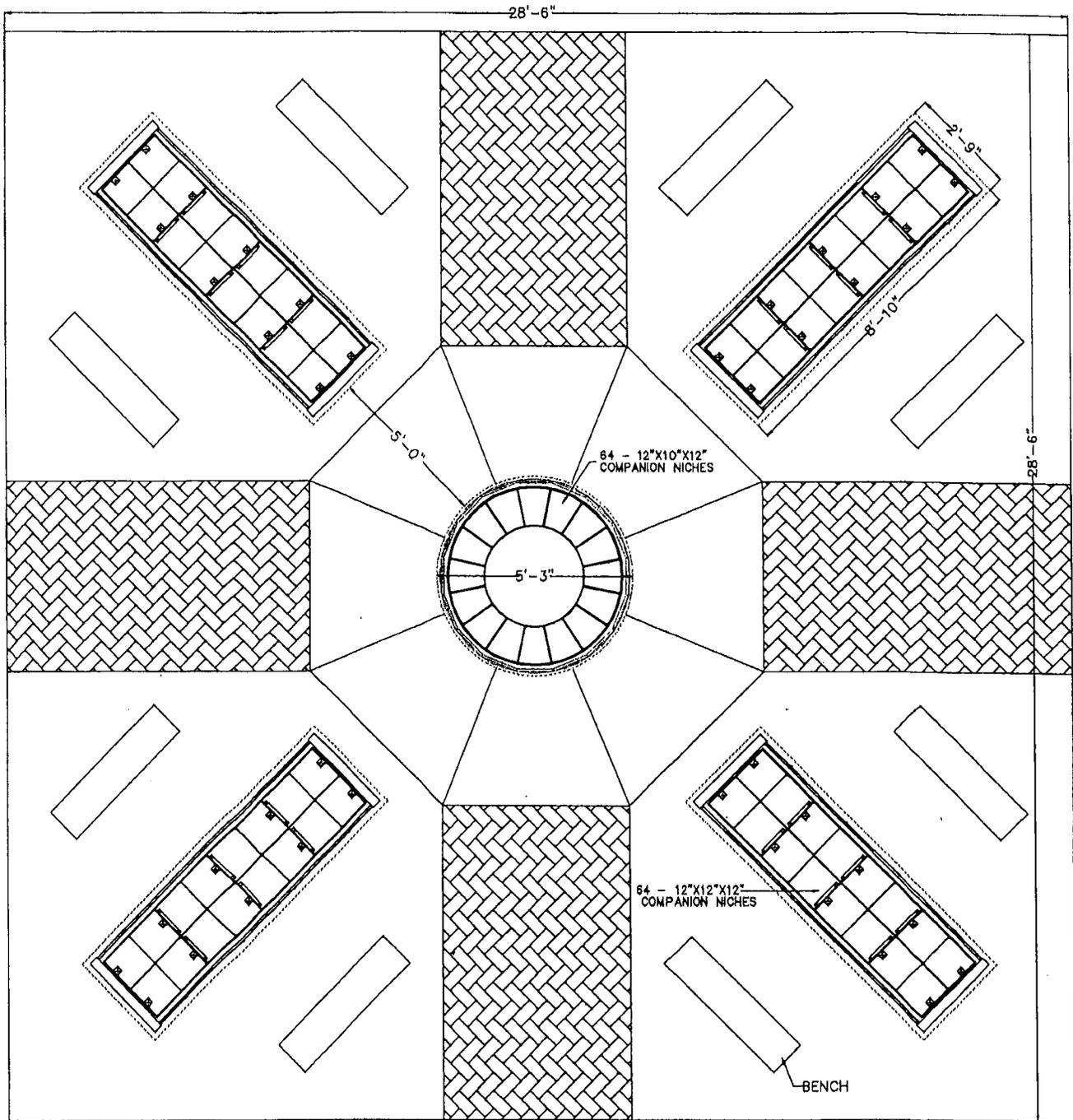
August 26, 2019



Nate Schneider, City Manager

August 26, 2019

Plan Today For Future Expansion



<u>Phase One</u>	Center Round Feature Columbarium.....	64 Niches
<u>Additional Phases</u>	Double Sided Free Standing Columbarium..	64 Niches
<i>Total Garden Columbarium.....</i>		<i>320 Niches</i>

EICKHOF
 COLUMBARIA LLP
 PO Box 537 * Crookston, MN 56716
 1-800-253-0457

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 4.A.

Approve the minutes of the August 19, 2019 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 29, 2019

McCook City Council
August 19, 2019
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 6:30 o'clock P.M. in the City Council Chambers.

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

Absent: Councilmember Muehlenkamp.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 15, 2019, 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's Comments.

James Hegwood approached the Council regarding the possible purchase of the Old Public Safety Center.

2. Announcements & Recognitions.

Police Chief Brown introduced Officer Luke McGinley as the new School Resource Officer. He recently completed the necessary training for this position and will get DARE training in September.

3. Public Hearings.

3.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held July 22, 2019.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee

regarding meeting held July 22, 2019 with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedin, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated August 19, 2019 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the July 22, 2019 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (9 pages); and Exhibit #4 - the minutes of the April 22, 2019 Economic Development Plan Citizen's Advisory Review Committee (2 pages).

Andy Long, McCook Economic Development Director, and Sean Wolfe, President of the Committee, reviewed the information presented in Exhibit #3 and answered questions from the Council.

Motion to adjourn the public hearing and reconvene as a City Council. This motion, made by Weedin and seconded by Hepp, passed.

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

3.B. Receive and file the minutes of the April 22, 2019 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to receive and file the minutes of the April 22, 2019 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Gonzales and seconded by Calvin, passed.

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

4. Consent Agenda.

Councilmember Weedin requested that Item D be removed from the Consent Agenda and placed on the Regular Agenda.

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

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

4.A. Approve the minutes of the August 5, 2019 regular City Council meeting and the August 12, 2019 special City Council meeting.

4.B. Approve the application for a Special Designated Liquor License submitted by Outlaws 1882 Saloon, Liquor License #IB-118114, for a benefit - outdoor food event to be held in their parking area, 1006 West "B" Street, on September 7, 2019 from 11:00 A.M. to 11:00 P.M.

- 4.C. Receive and file the claims for the month of July 2019 as published August 12, 2019.
- 4.E. Approve a Lease of Tower Space and a Lease of Rack Space between the City of McCook and McCook Public Power District.
- 4.F. Ratify the Mayor's appointment to the Parks Advisory Board - appoint Caitlin Whitehead to replace Elizabeth Yilk - term expires May 2021.

5. Regular Agenda.

- 4.D. Offer a contract to Myers Construction, Inc. with a bid of \$582,325.71, as the lowest responsible bidder, for West 5th Street & East 14th Street Water System Improvements and authorize the Mayor to execute the necessary paperwork to award the contract.

David Blau, Miller and Associates, and Public Works Director Potthoff addressed Councilmember Weedin's questions regarding the total project costs and how the project will be paid.

Motion to offer a contract to Myers Construction, Inc. with a bid of \$582,325.71, as the lowest responsible bidder, for West 5th Street & East 14th Street Water System Improvements and authorize the Mayor to execute the necessary paperwork to award the contract. This motion, made by Weedin and seconded by Calvin, passed.

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

- 5.A. Ordinance No. 2019-2985 prohibiting persons under the age of eighteen years from the use and possession of tobacco, tobacco products, electronic cigarettes and vapor products, alternative nicotine products, and establish a penalty for violations.

Mayor Gonzales asked the Clerk to read Ordinance No. 2019-2985 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 130 - GENERAL OFFENSES/OFFENSES AGAINST THE PEACE, OF THE CITY OF MCCOOK CODE OF ORDINANCES; ADDING SECTION 130.33 - TOBACCO; POSSESSION BY MINORS; UNLAWFUL; AMENDING SECTION 130.99 TO PROVIDE FOR TOBACCO; POSSESSION BY MINORS; PENALTY; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2019-2985 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Weedin and seconded by Hepp.

Motion to amend the presented ordinance in Section (B)(3) by striking "the city jail" and inserting "a jail". This motion, made by Gonzales and seconded by Calvin, passed.

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

The motion on the floor, as amended, passed.

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

5.B. Ordinance No. 2019-2986 providing for the adoption of the budget for FY 2019/2020.

Mayor Gonzales asked the Clerk to read Ordinance No. 2019-2986 by title.

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

Ordinance No. 2019-2986 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Calvin and seconded by Hepp, passed.

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

5.C. Ordinance No. 2019-2987 providing for the adoption of the FY 2019/2020 Fiscal Year Employee Classification Pay Plan.

Mayor Gonzales asked the Clerk to read Ordinance No. 2019-2987 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2019/2020 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER 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. 2019-2987 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Calvin and seconded by Hepp, passed.

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

5.D. Council Comments.

Council comments included how nice the completed Park Avenue project is and extending congratulations to Councilmember Muehlenkamp on the birth of his son.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:02 P.M.

CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING

ITEM:

3.A.

RECOMMENDATION: **3.B.**

ADOPT RESOLUTION ~~2019-19~~ APPROVING THE 2020 MCCOOK PLAN OF STREET IMPROVEMENTS.

BACKGROUND

Included with this Council Report are the following items:

1. McCook 2020 One Year Plan
2. McCook 2020 Long Range Street Plan
3. McCook 2020 Street Plan Map
4. McCook 2020 Street Plan Budget
5. McCook 2019 Completed Street Projects

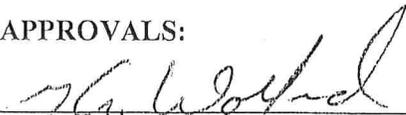
The first item of note is that this year's plan is both in a different format and is now completed with the budget process instead of the January/February time frame. This is because the Legislature changed the rules for One and Six Year Street Plans this past session. Municipalities no longer have to submit detailed forms regarding street budgets and projects. However, they are still required to complete annual planning of street improvements and certify that all the required regulations were followed on an annual basis.

Attached are documents outlining the One Year Plan, the Long Range Plan, a Map of the proposed Improvements, a Street Budget and a list of projects completed or contracted in the last fiscal year.

As a summary, there are two projects on the One Year Plan with a total estimated cost of \$768,000. There are many more projects identified on the Long Range Plan than can be funded in the 10 year period shown on the Street Budget. In addition, the projects completed or contracted in 2019 were significant, with a total expenditure of \$1.3 million.

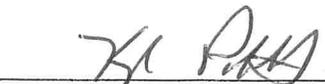
FISCAL IMPACT: None.

APPROVALS:



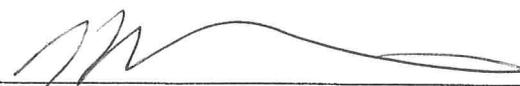
Greg Wolford, W Design Associates

Date: 16 Aug 19



Kyle Potthoff, Public Works Director

Date: 8/29/19



Nate Schneider, City Manager

Date: 8/29/19

EXHIBIT #1

PAGE - 1

NOTICE OF PUBLIC HEARING

Notice of a public hearing to be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, at 5:30 o'clock P.M., C.S.T., on the 3rd day of September, 2019, is hereby given. The purpose of said hearing is for the presentation of the One Year and Long Range Plan of Street Improvements as Developed by the City Council in accordance with Nebraska Law.

-s- Lea Ann Doak
City Clerk

Publish: August 29, 2019.

EXHIBIT #2

PAGE - 1

RESOLUTION NO. 2019-09

WHEREAS, in accordance with the statutes of the State of Nebraska and as prescribed by the Board of Public Roads Classifications and Standards, Notice of Hearing has been given by publication in the legal newspaper of McCook, Nebraska, of a Hearing on the 2020 Plan of Street Improvements of McCook to be held in the Council Chambers at the McCook Municipal Center on the 3rd day of September, 2019, at 5:30 P.M. for the purpose of hearing comments and objections to said plan.

WHEREAS, upon said Hearing, the City Council finds that the Plans submitted are adequate for the purpose prescribed by law and that the same should be approved.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska that the 2020 Plan of Street Improvements for specific improvements are hereby approved and adopted.

PASSED AND APPROVED THIS 3rd day of September, 2019.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

(SEAL)

Motion by _____

Seconded by _____ Vote: YEA _____ NAY _____

EXHIBIT #3

PAGE - 1

City of McCook One Year Street Plan

Period Including: Oct., 2019 through Sept., 2020

PRIORITY No.	PROJECT No.	Location	Description	ESTIMATED COST <small>(Thousands)</small>	REMARKS
1	M-399(9)	Highway Concrete Repair Phase 2	Concrete Repair on State Highways	275	
2					
3					
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35					
PREPARED BY: Greg Wolford, P.E.				TITLE: Street Supt.	DATE: August 16, 2019

City of McCook

Long Range Street Plan

Period Including:

Oct., 2019 to Sept., 2029

PRIORITY No.	PROJECT No.	Location	Description	Estimated Cost	Remarks
				(Thousands)	
1	M-399(9)	Highway Concrete Repair Phase 3	Concrete Repair on State Highways	181	Budgeted 2021
2	M-399(5)	N. Cherokee Dr. - Seminole to Norris	Full Depth Asphalt Reconstruction	493	Budgeted 2021
3	M-399(38)	East 1st St. from B to H St.	Asphalt Overlay	214	Budgeted 2022
4	M-399(10B)	West D & 8th from A to West 7th St.	Full Depth Asphalt Reconstruction	264	Budgeted 2023
5	M-399(49)	West C St. from West 7th to West 10th	Full Depth Asphalt Reconstruction	236	Budgeted 2023
6	M-399(44)	West 5th St. from J to Q St.	Full Depth Asphalt Reconstruction	446	Budgeted 2024
7	M-399(20)	Norris Ave. from F to O St.	Asphalt Overlay	400	Budgeted 2025
8	M-399(39)	West 1st St. from D to O St.	Full Depth Asphalt Reconstruction	917	Budgeted 2026
9	M-399(27)	West J St. Extension	Purchase ROW, Grade and Gravel	409	Budgeted 2027
10	M-399(17)	North Westridge Detention	New Stormwater Detention Pond	71	Budgeted 2028-30
11	M-399(19)	Country Club Drainage	Storm Sewer Upgrades	87	Budgeted 2028-30
12	M-399(43)	East 6th St. from B to C St.	Concrete Replacement	213	Budgeted 2028-30
13	M-399(23)	New Northern Connection	New Road from East 11th to West 3rd	2315	Budgeted 2029-31
14	M-399(46)	West 14th St. from O to Q St.*	New Concrete Street	248	
15	M-399(12)	W 3rd St. Prairie Ridge to Henton Rd.*	Replace Asphalt with New Concrete	332	
16	M-399(32)	East A St. from 4th to 6th St.	New Storm Sewer in Existing Ditch	187	
17	M-399(6)	Norris Ave. from F to O St.	Replace Exist. Concrete with New	1558	
18	M-399(42)	Norris Ave. from O to Park Ave.	Asphalt Reconstruction	345	
19	M-399(50)	West 9th St. from B to W 7th.	Full Depth Asphalt Reconstruction	328	
20	M-399(2)	West Q St. from 3rd to 5th. St.	Full Depth Asphalt Reconstruction	159	
21	M-399(3)	West 3rd St. from O to Q St.	Asphalt Overlay	51	
22	M-399(11)	N Hwy 83 from B to North City Limits	New Sidewalks and Handicap Ramps	352	
23	M-399(14)	W 2nd & Q Intersection	Replace Exist. Concrete with New	47	
24	M-399(8)	West 9th and S St. North of R St.*	North Point Subdivision	340	
25	M-399(18)	P St, West 1st & Marsh	Full Depth Asphalt Reconstruction	322	
26					
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*Paving District Funded					
PREPARED BY: Greg Wolford, P.E.				TITLE: Street Supt.	DATE: August 16, 2019

EXHIBIT #5

PAGE - 1

**City of McCook
2020 One & Six Year Plan Budget**

Year	Proposed Projects	Actual Spent	Income State Buyout	Income Sales Tax	Income Addtl Gas Tax	Grant or Assessment Inc.	Available Funds From Current Yr.	Accumulated Funds
1	2019	\$ 1,265,975	\$ 137,000	\$ 250,000	\$ 124,250	\$ 473,000	\$ 1,399,482	\$ 133,507
	2020	\$ 275,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 669,757	\$ 394,757
2	2021	\$ 704,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 931,007	\$ 227,007
3	2022	\$ 214,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 763,257	\$ 549,257
4	2023	\$ 500,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 1,085,507	\$ 585,507
5	2024	\$ 446,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 1,121,757	\$ 675,757
6	2025	\$ 400,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 1,212,007	\$ 812,007
7	2026	\$ 917,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 1,348,257	\$ 431,257
8	2027	\$ 409,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 967,507	\$ 558,507
9	2028	\$ 371,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 1,094,757	\$ 723,757
10	2029	\$ 750,000	\$ 137,000	\$ 250,000	\$ 149,250		\$ 1,260,007	\$ 510,007

Projects planned that year

- 1/3 Highway Concrete Repair, Park Ave, Walmart Crosswalk and Ravenswood & Westridge Drainage Phases I and II
- 1/3 Highway Repair
- N Cherokee, 1/3 Highway Repair
- East 1st.
- West C and West D Streets
- West 5th St.
- Norris Ave. Overlay, F to O St.
- West 1st Street
- West J St. Extension
- Westridge North Detention, Country Club Drainage & East 6th Concrete
- ROW Purchase, Grading on New Northern Connection

Notes: 1. 2019 Grant income includes \$137,500 from NDOT, \$75,000 for City Sales Tax and \$39,500 from MEDC for Ravenswood Rd. and \$182,000 of one time budgeted City funds for Drainage, plus \$39,000 of LB840 dedicated road funds.

City of McCook Projects Completed or Contracted in the Last Fiscal Year

Period Including: Oct., 2018 to Sept., 2019

PRIORITY No.	PROJECT No.	Location	Description	Estimated Cost	Contract Cost
				(Thousands)	(Thousands)
1	M-399(48)	Park Ave. From Kelley Park Dr. to Norris	Full Depth Asphalt Reconstruction	480	474
2	M-399(13)	Hwy 6 & 34 & Wedgewood - Intersection	Handicap Ramps and Sidewalk	17	Included in Line 7
3	M-399(9)	1/3 Highway Concrete Repair	Concrete Repair on State Highways	275	275
4	M-399(4)	Ravenswood Road - South St. to Industrial Park	New Concrete Street	252	290
5	M-399(15)	Westridge Drainage Ph. I - Westridge and F St.	Drainage Inlets	28	Included in Line 6
6	M-399(16)	Westridge Drainage Ph. II- W 4th from D to B St.	Storm Sewer Extension	154	156
7	M-399(7)	R Street Extension - to W 7th.	Concrete Street Extension	39	57
8		Kelley Park Dr.- Park Ave. to Seminole	Full Depth Asphalt Reconstruction	Not Bid	48.6
9					
10					
11		Notes:			
12		1	Projects 7, 13, 15 and 16 were bid at once as the 2019 Street Improvements. Overall estimate was \$238K and contracted		
13			Amount is \$213K		
14					
15		2	Street broke apart during the spring thaw. This reconstruction was added to the Park Ave. project at the bid unit prices.		
16			<i>Kelley Park Drive</i>		
17					
18					
19					
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21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
		*Paving District Funded			
PREPARED BY: Greg Wolford, P.E.				TITLE: Street Supt.	DATE: August 16, 2019

EXHIBIT #8

PAGE - 1

CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 MCCOOK CITY COUNCIL MEETING

ITEM **5.A.** Approve the utilization of ACE funds in an amount up to \$6,182 for the purchase of a Patriot 3 Flex Field 3 Ballistic Barrier.

BACKGROUND:

Over the past few months, Howard Kool and Council Member Gene Weedin have endeavored to raise money for the purchase of a ballistic barrier. The ballistic barrier is an articulating ballistic fragmentation barrier that can be deployed in seconds. The barrier is portable, highly mobile, and can be adjusted to various angles of configurations to suit the environment. The barrier would serve as a shield against ballistic rounds. Handles are present on the barrier for easy maneuvering. The barrier can be used for bunker or evacuation purposes. It could be used in an active shooter situation, with its mobility ensuring it can be used almost everywhere.

Mr. Kool, Mr. Weedin, and their volunteer group, have raised \$5,760 to date. The current amount raised far exceeds the estimate for the smaller model of ballistic barrier originally considered by the volunteer group. The original, smaller barrier cost approximately \$5,000. Because of the generous donations made by the citizens and businesses of McCook, Mr. Kool and police staff believe a larger barrier would provide a greater level of protection in an active shooter situation. Based on research of the product, Chief Brown found the more expensive model would withstand rounds fired from automatic weapons, whereas the smaller model doesn't offer the same protection.

Staff would like the Council to consider the use of ACE funds to assist with the purchase of the larger barrier. The cost of the larger barrier is \$11,942, requiring additional funding in the amount of up to \$6,182. The product fits as a potential ACE fund purchase. As a reminder, ACE funds are not tax dollars, they are derived from the ACE revenue return program.

Staff is thankful for the work Mr. Kool, Mr. Weedin, and the other volunteers and donors have put into this project. Their concern for the safety and welfare of the people of McCook is commendable.

APPROVALS:



Nathan A. Schneider, City Manager

August 28, 2019



Lea Ann Doak, City Clerk

August 28, 2019

PATRIOT3

Patriot3, Inc.
 11040 Pierson Drive
 Fredericksburg, VA 22408 USA
 Tel: 540-891-7353
 Fax: 540-891-5654
 www.patriot3.com

QUOTATION

TO:
 NE, McCook Police Dept.
 505 WC St.
 McCook, NE 69001

SHIP TO:
 NE, McCook Police Dept.
 505 WC St.
 McCook, NE 69001

Quote No.	Date	Cust No	S/M	Payment Term	Delivery Promise	F.O.B.	Expiration
0001743	8/14/2019	NE0MCC	CPF		4-6 WEEKS ARO	DAP	60 DAYS
Item	Quantity	UM	Part	Description	Price USD \$	Extended USD \$	
001	1	EA	P3B-FFC-001-0039	FLEXFIELD 3 - 2 PANEL SYSTEM NIJ III	11,780.00	11,780.00	
800	1		FREIGHT	FREIGHT CHARGES	162.00	162.00	
Total for Quote USD\$							11,942.00
<p>***Lead Time May Vary from Quoted Lead Time Depending on Inventory Availability at Receipt of Order*** ***Any shipping delays due to Dangerous Goods are deemed Force Majeure***</p>							

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 3.G.

RECOMMENDATION:

INTRODUCE ORDINANCE NO. 2019-2988 PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES UPON ITS FIRST READING.

BACKGROUND:

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2019-2020 budget and is ready for approval upon its first reading.

The fee for Residential Trash Collection will increase from \$23.25 to \$23.75 per month which includes a \$2.00/month recycling fee to help support the recycling program. The last increase was in October 2018 where the fee increased from \$22.75/month to \$23.25/month.

The fee for Household/Commercial Waste will increase from \$64.00/ton to \$65.00/ton. The last increase was in October 2018 where the fee increased from \$63.00 to \$64.00.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

INTRODUCE ORDINANCE NO. 2019-2988 PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES UPON ITS FIRST READING.

APPROVALS:



Kyle Potthoff, Public Works Director

AUGUST 29, 2019



Nate Schneider, City Manager

AUGUST 29, 2019

ORDINANCE NO. 2019-2988

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2018-2967 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

SECTION 1. That Appendix F, Solid Waste Collection Fees, of the City of McCook, Nebraska Code of Ordinances, shall be and is hereby amended to read as follows:

**APPENDIX F: SOLID WASTE COLLECTION FEES
SOLID WASTE COLLECTION FEES**

(A) In order to pay for the cost of operation and maintenance of the Transfer Station and to provide funds necessary for equipment and future land acquisition, the following fees are hereby established in compliance with Section 55.02:

(1) All residents of the corporate limits of the City of McCook shall not be charged a fee at the Transfer Station for any refuse or debris that is generated on their own residential property and personally delivered to the Transfer Station. Except as provided in Section E of this Appendix, residents and nonresidents delivering construction, demolition, or remodeling and all persons hauling for hire, commercial, contract for commercial tree trimmers, lawn caretakers, or nonresidents of the City of McCook shall be assessed according to the Solid Waste Collection schedule of fees.

(2) The City will operate in accordance with Nebraska Department of Environmental Quality's *Title 132 Integrated Solid Waste Management* regulations.

(B) (1) *Solid Waste Collection schedule of fees.* See Chapter 38, Fee Schedule.

Household/Commercial Waste No Yard Waste	\$.032500 per pound (\$65.00 per ton) minimum charge - \$5.00
Yard Waste Only	\$.011675 per pound (\$23.35 per ton) minimum charge - \$5.00
Non Solid Waste Scale Fee	\$5.00

(2) *Solid Waste Collection payment due.* Payment of the above fee(s) is due and payable upon entrance into the Transfer Station.

(C) *Fee for U-Load-It Clean-up program.* A fee of fifty dollars (\$50.00) for the use of a city truck is hereby provided for use of the City's U-Load-It Clean-Up Program. Scale fees will be charged according to the above schedule as outlined in Sections A and B of the Appendix.

(D) *Solid Waste Collection/Disposal fee.*

(1) All residential units within the corporate City Limits shall be charged a monthly solid waste collection/disposal fee of \$21.75 and a monthly recycling fee of \$2.00.

(2) All residential units within the corporate City Limits may request an additional container to be used for yard waste only, and shall be charged a monthly disposal fee of \$5.00 per month, effective April 1, 2002, during those months that yard waste is banned from Landfills.

(3) Tracts of land or buildings containing three (3) or more residential units may choose alternative solid waste collection/disposal methods upon the approval of the City Manager.

(4) All solid waste collection/disposal fees prescribed by this Appendix shall be a lien upon the premises and real estate for which the service is supplied and if not paid when due such charge shall be certified to the City Treasurer and may be recovered by the City in an action at law and it may be certified to the County Clerk and assessed against said real estate and premises served and be collected and returned in the same manner as other City taxes are certified, assessed, collected and returned.

(5) Bills for solid waste collection/disposal fees charged pursuant to this Appendix shall be rendered at the same time that bills are rendered for water service, and all collection/disposal fees levied by this Appendix which are not paid at or before water service charges are required to be paid, shall be deemed delinquent and the water service of such user may be discontinued.

(E) *Waiver of fees for affordable housing projects.* Disposal fees shall be waived for the deposit at the Transfer Station of solid waste that was generated by the remodeling or clean up of a residential dwelling located within the corporate limits of the City of McCook using funds provided by the Nebraska Department of Economic Development pursuant to the Nebraska Affordable Housing Trust Fund Act.

(F) *Partial waiver of fees for demolition of certain residential dwelling units.* Thirty percent of the total disposal fees shall be waived for the deposit at the Transfer Station of solid waste generated by the demolition of a residential dwelling unit located within the corporate limits of the City of McCook along with an accessory detached garage if the requirements set forth in this subsection are satisfied. In order to qualify for such partial waiver of disposal fees, the owner of the dwelling unit must apply in writing to the Building Inspector of the City for a partial waiver of fees at least 14 days prior to commencement of the demolition work and must establish to the satisfaction of the Building Inspector that:

(1) The owner received written confirmation from the Building Inspector that the demolition qualifies for a partial waiver of disposal fees prior to commencing with the demolition work;

(2) all asbestos and other hazardous materials were abated and removed from the structures prior to commencing demolition work in accordance with all federal, state, and local laws;

(3) the dwelling unit has been abandoned for a continuous period of at least twelve (12) months prior to submission of the application for partial waiver of fees as shown by water, gas or electric utility records;

(4) the dwelling unit is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy such that it is unreasonable to repair the structure;

(5) there is no reimbursement for disposal fees available from any other source such as homeowner's insurance; and

(6) the owner obtained a permit authorizing such demolition from the City of McCook prior to commencement of the demolition work.

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

SECTION 3. This ordinance shall take effect and be in full force October 1, 2019 and from and after its passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS ____ day of _____, 2019.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 4.E.

Receive and file claim for damages from Kathy Kautz and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

BACKGROUND:

Attached to this report you will find the General Liability Incident Form received from Kathy Kautz.

FISCAL

IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

August 28, 2019



Nathan A. Schneider, City Manager

August 28, 2019



GENERAL LIABILITY INCIDENT FORM

PHONE NO.: 308-345-2022, ext. 224 EMAIL: burkey@cityofmccook.com
FAX (303)345-1461

INCIDENT INFORMATION

LOCATION OF INCIDENT STREET: 1305 East B	DATE OF INCIDENT March 27, 2019	TIME OF INCIDENT
CITY, STATE, ZIP: McCook, NE 69001	POLICE OR FIRE DEPARTMENT CONTACTED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME OF REPORTING OFFICER:
COUNTRY:	POLICE REPORT NUMBER:	
DESCRIBE LOCATION OF INCIDENT:		

REPORTING INDIVIDUAL INFORMATION

NAME: Kathy Kautz	PHONE NUMBER: 345-1612 (work)
STREET ADDRESS: 1305 East B	CELL PHONE NUMBER: 350-0823
CITY, STATE, ZIP: McCook, NE 69001	DATE OF BIRTH: 5-18-1960

INJURY

NAME:	DOB:
ADDRESS:	HOME PHONE:
CITY, STATE, ZIP:	CELL PHONE:
DID THEY SEEK MEDICAL CARE: YES or NO	ANY FATALITIES: YES or NO
WHERE WERE THEY TREATED?	

PROPERTY DAMAGE

DESCRIPTION OF PROPERTY DAMAGED: Paying for sewer charges since August of 1980 when I wasn't receiving any sewer usage from the city of McCook.
ESTIMATE VALUE: \$ 18,000.00

CLAIM DETAILS What Happened: (Give as much detail as possible, include witness information if applicable):

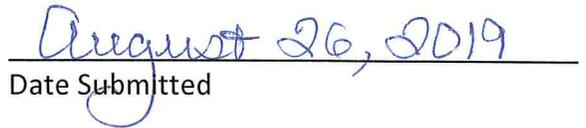
Sewer backed up into my basement. I discovered we were never connected to the city sewer (had a cesspool) but have been charged for sewer usage services that we did not receive since the purchase of my home in August of 1980.

WITNESSES (Include written statements if applicable)

NAME: Jesse Ditcher	NAME: DT Drain Rescue
ADDRESS: Utility Director	ADDRESS: 71499 Rd 362
CITY, STATE, ZIP: McCook	CITY, STATE, ZIP: Treanton, NE 69044
PHONE NUMBER:	PHONE NUMBER: 308-840-0840

NAME: LARRY	NAME: LCS Excavation & Demolition
ADDRESS: also works for the	ADDRESS: 608 Tate Avenue
CITY, STATE, ZIP: city of McCook	CITY, STATE, ZIP: Culbertson, NE 69004
PHONE NUMBER:	PHONE NUMBER: 308-787-8886


 Signature of Reporting Individual


 Date Submitted

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 4.F.

RECOMMENDATION:

APPROVE RESOLUTION NO. 2019-10 AUTHORIZE THE MAYOR TO SIGN THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2019 TO THE NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS.

BACKGROUND:

The City of McCook is required to certify annually that we are in program compliance to the Board of Public Roads Classifications and Standards. These requirements are as follows:

- we have developed, adopted and included in its public records the plans, programs, and standards which are required;
- we meet the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- we expend all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- we use a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- we use a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- we use an accounting system including an inventory of machinery, equipment, and supplies;
- we use an accounting system that tracks equipment operation costs;
- we have included in our public records the information required under subsection(2) of section 39-2520;
- we will attach to the certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor.

FISCAL

IMPACT: None.

RECOMMENDATION:

APPROVE RESOLUTION NO. 2019-10 AUTHORIZE THE MAYOR TO SIGN THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2019 TO THE NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS.

APPROVALS:



Kyle Potthoff, Public Works Director

September 29, 2019



Nate Schneider, City Manager

September 29, 2019

RESOLUTION NO. 2019-10

SIGNING OF THE

MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM
2019

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

Be it resolved that the Mayor of the City of McCook is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this 3rd day of September, 2019 at McCook, Nebraska.

City Council Members:

Michael E. Gonzales, Mayor
Jerry Calvin
Jared Muehlenkamp

Janet Hepp, Vice President
Gene Weedin

Motion for the adoption of said resolution by _____

Seconded by _____

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted.

ATTEST:

Michael D. Gonzales, Mayor

Lea Ann Doak, City Clerk-Treasurer

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2019**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of _____
(Check one box) (Print name of jurisdiction)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has attached to this certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Signature of Mayor Village Board Chairperson (Required) (Date)

Signature of City Street Superintendent (Optional) (Date)

**Return the completed original certification and resolution by
October 31, 2019 to:**

Nebraska Board of Public Roads Classifications and Standards
 PO Box 94759
 Lincoln NE 68509

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 3.C. Public Hearing - FY 2019/2020 Annual Budget

ITEM: 3.D. Public Hearing - Set Final Tax Request at a different amount than the prior year

BACKGROUND:

Public Hearing - FY 2019/2020 Annual Budget

Each governing body, after the filing of the proposed budget statement, shall each year conduct a public hearing for the purpose of hearing support, opposition, criticism, suggestions, or observations of taxpayers relating to the proposed budget.

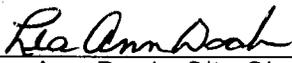
Public Hearing - Set Final Tax Request at a different amount than the prior year

The property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization, unless the governing body passes by a majority vote a resolution or ordinance setting the tax request at a different amount. The resolution to set this amount will be considered after final approval of the budget and must be forwarded to the County Clerk by October 13. The levy generates a different amount as the assessed valuation changes from year to year. The County Assessor must certify assessed value on all taxable property by August 20. The levy amount is subject to change upon approval by the Council.

Please note that two separate hearings are required to be held.

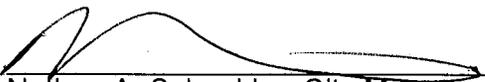
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 28, 2019



Nathan A. Schneider, City Manager

August 28, 2019

EXHIBIT #1

City of McCook
IN
Red Willow County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 3rd day of September 2019, at 5:30 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2017-2018 Actual Disbursements & Transfers	\$ 20,244,017.00
2018-2019 Actual/Estimated Disbursements & Transfers	<u>\$ 19,899,675.00</u>
2019-2020 Proposed Budget of Disbursements & Transfers	<u>\$ 36,584,574.00</u>
2019-2020 Necessary Cash Reserve	<u>\$ 1,046,554.00</u>
2019-2020 Total Resources Available	<u>\$ 37,631,128.00</u>
Total 2019-2020 Personal & Real Property Tax Requirement	<u>\$ 1,463,348.00</u>
Unused Budget Authority Created For Next Year	<u>\$ 902,987.11</u>

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	<u>\$ 1,463,348.00</u>
Personal and Real Property Tax Required for Bonds	<u>\$ -</u>

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 3rd day of September 2019, at 5:30 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

	2018	2019	Change
Operating Budget	<u>33,806,985.00</u>	<u>36,584,574.00</u>	8%
Property Tax Request	<u>\$ 1,419,468.14</u>	<u>\$ 1,463,348.00</u>	3%
Valuation	<u>406,673,163</u>	<u>419,244,526</u>	3%
Tax Rate	<u>0.349044</u>	<u>0.349044</u>	0%
Tax Rate if Prior Tax Request was at Current Valuation	<u>0.338578</u>		

Publish: August 29, 2019

/s/ Lea Ann Doak, City Clerk

EXHIBIT #2

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 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 wedding reception to be held at Community Hospital, 1301 East "H" Street, on October 19, 2019 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

August 28, 2019



Nathan A. Schneider, City Manager

August 28, 2019

**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

gave to City
8-23-19

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):

10-19-19

Event Start Time(s):

12:00PM

Event End Time(s):

1:00AM

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name:

COMMUNITY HOSPITAL

Event Street Address/City:

1301 EAST H STREET

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

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

Type of Event: WEDDING RECEPTION Estimate # of attendees: 400

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: John Nothnagel Printed Name John 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

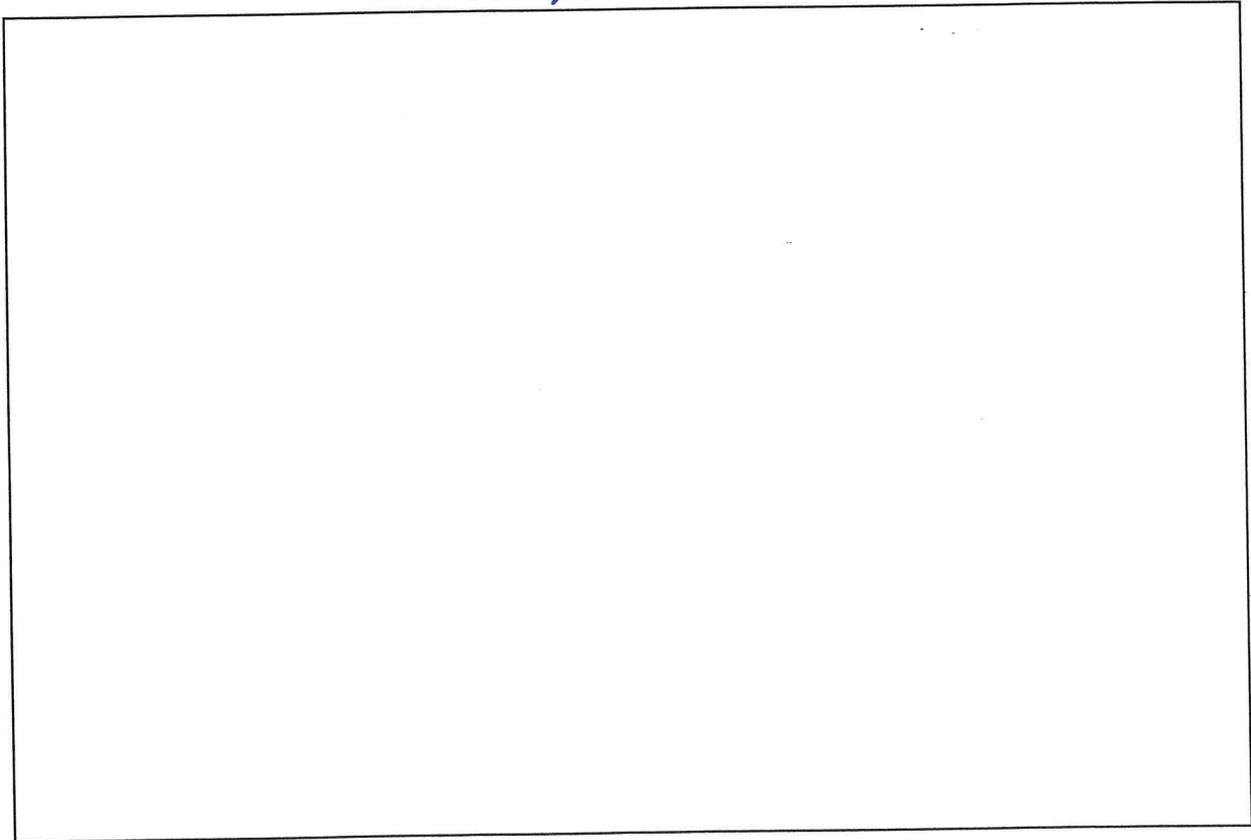
Date

INDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED SECURITY PERSON

- 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: Hospital Room



50'

50'

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 3.H.

Approve increase of Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority.

BACKGROUND:

State law states no governmental unit shall adopt a budget containing a total of budgeted restricted funds more than the last prior year's total of budgeted restricted funds plus allowable increases.

Restricted funds are defined as:

1. Property Tax (includes Real Estate and Personal Property)
2. Payments in Lieu of Property Tax
3. Local Option Sales Tax
4. Motor Vehicle Tax
5. State Aid (Pro-Rate Motor Vehicle, Homestead Exemption, Municipal Infrastructure Redevelopment Fund or MIRF, Highway Allocation and Incentive Payments, Motor Vehicle Fees, State Aid to Cities, Municipal Equalization Aid, and insurance premium tax)
6. Surplus Fees (Transfers of surpluses from any user fee, permit fee, or regulatory fee if the fee surplus is used to fund a service or function not directly related to the fee and the costs of the activity funded from the fee)
7. Prior Year Budgeted Capital Improvements Amount that was used as a lid exception, but was not spent or is not expected to be spent for capital improvements.

Allowable Increases:

- ✓ Base Limitation - All political subdivisions have the ability to increase their base of restricted funds by 2.5%.
- ✓ Allowable Growth - If a political subdivision had allowable growth due to improvements to real property as a result of new construction, additions to existing buildings, any improvements to real property which increase the value of such property and any increase in valuation due to annexation and any personal property valuation over the prior year above the 2.5%, we can use the amount over the 2.5% to increase the base of restricted funds.
- ✓ Special Election - A governmental unit may exceed the applicable allowable growth percentage by an amount approved by a majority of legal voters on the issue at a special election called for such purpose.
- ✓ Additional 1% - An additional 1% is allowed if at least 75% of the governing body votes to approve the increase. There is no special hearing or notice required to consider the additional 1% increase.
- ✓ A vote for the increase has no effect on the tax dollars, just allows for future growth in restricted funds. For example, if it would become necessary to increase our levy to the maximum of \$.45 to maintain services, we may not be able to do so if we did not have any Unused Restricted Funds Authority available.

CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING
Page - 2

Attachment #1 is a copy of form LC-3 Supporting Schedule which shows the preliminary Calculation of Restricted Funds and the Total Unused Restricted Funds Authority (page 10),

Attachment #2 is a copy of the instructions for completing this schedule, which is a part of the budget document as prepared for the State Auditor's Office.

FISCAL
IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk

August 28, 2019



Nathan A. Schneider, City Manager

August 28, 2019

ATTACHMENT

#1

City of McCook in Red Willow County

2019-2020 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	1,463,348.00
Motor Vehicle Pro-Rate	(2)	\$	4,000.00
In-Lieu of Tax Payments	(3)	\$	120,500.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	519,572.00
LESS: Amount Spent During 2018-2019	(5)	\$	519,572.00
LESS: Amount Expected to be Spent in Future Budget Years	(6)	\$	-
Amount to be included as Restricted Funds (Cannot Be A Negative Number)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	165,000.00
Local Option Sales Tax	(9)	\$	2,423,574.00
Transfers of Surplus Fees	(10)	\$	930,000.00
Highway Allocation and Incentives	(11)	\$	990,000.00
MIRF	(12)	\$	-
Motor Vehicle Fee	(13)	\$	70,000.00
Municipal Equalization Fund	(14)	\$	400,000.00
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	6,566,422.00

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	742,325.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)			
Agrees to Line (6).	(18)	\$	-
Allowable Capital Improvements	(19)	\$	742,325.00
Bonded Indebtedness	(20)		
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	159,313.00
Public Safety Communication Project (Statute 86-416)	(23)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	901,638.00

TOTAL RESTRICTED FUNDS

For Lid Computation

(To Line 9 of the Lid Computation Form)

To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28

\$ 5,664,784.00

Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

LID COMPUTATION FORM

City of McCook
IN
Red Willow County

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	<u>3.50</u> % (6)
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	<u>222,098.54</u> (7)
Total Restricted Funds Authority = Line (1) + Line (7)	<u>6,567,771.11</u> (8)
Less: Restricted Funds from Lid Supporting Schedule	<u>5,664,784.00</u> (9)
Total Unused Restricted Funds Authority = Line (8) - Line (9)	<u>902,987.11</u> (10)

**LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR
YOU ARE IN VIOLATION OF THE LID LAW.**

**THE AMOUNT OF UNUSED RESTRICTED FUNDS AUTHORITY ON LINE (10)
MUST BE PUBLISHED IN THE NOTICE OF BUDGET HEARING.**

ATTACHMENT

#2

Budget Form Instructions

10. Page 2-A

- Levy Setting Purposes
 - Used to break down the property tax request between levying funds.
 - This page assists the County Clerk in setting levies for individual funds of the subdivision.
- Documentation of Transfers
 - Indicate what fund the monies were transferred from, what fund they were transferred to, amount of the transfer, and the reason for the transfer.

11. Correspondence Information

E-Mail Addresses – The Auditor of Public Accounts communicates with political subdivisions by e-mail whenever possible. Please provide an e-mail address whenever available.

Board Chairperson – Include name of the Board Chairperson of the governing board. NOTE: If Budget Document is to be used as an Audit Waiver, approval of the Audit Waiver will be sent to the Board Chairperson via e-mail. If no e-mail address is included for the Board Chairperson, notification will be mailed via the US Mail to the entity address.

Preparer – Include the name, phone number, and e-mail address of the individual who prepared the budget document.

Who To Contact with Questions – Please indicate whether questions regarding the Budget Document and/or Audit Waiver should be directed to the Board Chairperson, Preparer, or Other Contact.

Other Contact – If you would like to have someone other than the Board Chairperson or Preparer contacted with questions regarding the Budget Document and/or Audit Waiver complete the “Other Contact” area.

Changes in Contact Information – If there is a change in any of the Correspondence Information or you obtain a new e-mail address after submitting your budget form, please contact our office so we can maintain the most current information.

12. Lid Supporting Schedule

The budget limitations have been incorporated into State Statute Sections 13-518 through 13-522. The Lid Supporting Schedule is used to calculate restricted funds applicable to the lid limitation.

Restricted Funds

- As the limitation is on “budgeted” restricted funds, you need to compare the current budgeted amount to the prior year actual amount when budgeting these receipts on page 2.
- State Statute Section 13-518 defines restricted funds as:
 - Property Tax – Includes Real Estate and Personal Property
 - Payments In Lieu of Property Tax
 - Local Option Sales Tax
 - Motor Vehicle Tax
 - State Aid

Budget Form Instructions

- All governmental units - aid paid pursuant to section 60-3,202 (Pro-Rate Motor Vehicle) and 77-3523 (Homestead Exemption). *Note: Homestead Exemption should not be budgeted as a separate line item. It is included within Property Tax.*
 - Community Colleges - aid paid pursuant to section 90-517.
 - Educational Service Units - State aid appropriated under section 79-1241 (Aid for Core Services and Technology Infrastructure).
 - Local Public Health Departments - aid as distributed under section 71-1628.08 (County Public Health Aid).
 - Municipalities – aid paid pursuant to sections 18-2605 (MIRF), 39-2501 through 39-2520 (Highway Allocation and Incentive Payments), 60-3,190 (Motor Vehicle Fee), 77-27,139.04 (Municipal Equalization Aid), and insurance premium tax.
 - Surplus Fees
 - The transfer of a user fee, permit fee or regulatory fee which is used to fund a service or function not directly related to the earning of that fee. *Surplus Fees can be used for other functions without being transferred to another fund.*
 - Prior Year Budgeted Capital Improvements that was used as a lid exception on the LC-3 Supporting Schedule, but was not spent or is not expected to be spent for capital improvements.
- All amounts should agree to the amounts budgeted to receive on page 2.

Lid Exceptions

If budgeted to be paid for with restricted funds the following items are lid exceptions:

Capital Improvements – Must include listing of projects. Defined as follows:

- i. Acquisition of real property.
- ii. Improvements on real property.

Retirement of Bonded Debt

Retirement of bank loans and other financial instruments entered into before July 1, 1999, for *Fire Districts* only.

Retirement of interest-free loans from the Department of Aeronautics for *public airports* only.

Interlocal Agreement(s)/Joint Public Agency Agreement(s).

Repairs to infrastructure damaged by a natural disaster. The disaster must have been declared a disaster pursuant to the Emergency Management Act.

Judgments. Except judgments or orders from the Commission of Industrial Relations, and only to the extent that such judgment is not covered by liability insurance.

Property Tax Refunds

Public Safety Communication Project. State Statute Section 86-416 allows a *fire district* or municipality to have a special tax for a Public Safety Communication Project. The special tax has the same status as Bonded Indebtedness. Board minutes **must** be attached.

Budget Form Instructions

Ground Water Management. A *NRD* can exclude the dollar amount by which restricted funds budgeted to administer and implement ground water management activities and integrated management activities under the Nebraska Ground Water Management Act exceed its restricted funds budgeted to administer and implement ground water management activities and integrated management activities for fiscal year 2003-2004.

Public Facilities Construction Projects. State Statute Sections 72-2301 through 72-2308 allows bonds to be issued to finance Public Facilities Construction Projects. Resolution must be attached. Review the statutes to determine if applicable for your type of political subdivision.

When determining lid exceptions there are many factors that can only be determined by using your own judgment. For example, it may not be clear if an item is budgeted to be paid for with restricted funds or non-restricted funds. This should be discussed with the governing board if you are unsure. **Be sure not to claim lid exceptions that exceed the total amount of restricted funds.**

Total Restricted Funds for Lid Computation is calculated by taking the Total Restricted Funds (A) minus the Total Lid Exceptions (B)

13. **Lid Computation Form (ESU's & Community Colleges see form)**

The law says no governmental unit shall adopt a budget containing a total of budgeted restricted funds more than the last prior year's total of budgeted restricted funds plus allowable increases.

The current year Restricted Funds authority is calculated by carrying forward the prior year authority and applying applicable increases as follows:

- **Option 1 – This option will be used by most political subdivisions. Your subdivision did not hold a townhall meeting last year to exceed the lid.**

Line (1) – Restricted Funds Authority (Base Amount) is equal to the Total Restricted Funds Authority from last year's LC-3 Lid Computation Form

- **Option 2 – This option will only be used if a vote was taken last year at a townhall meeting to exceed the lid on restricted funds for one year.**

Line (A) – Line (1) of last year's LC-3 Lid Computation Form.

Line (B) – Total Allowable Percent Increase from prior year's LC-3 Lid Computation Form less the Townhall Meeting approved increase from prior year's LC-3 Lid Computation Form.

Line (C) – Dollar amount of allowable increases excluding the vote taken equals Line (A) multiplied by Line (B).

Line (1) – Calculated Restricted Funds Authority (Base Amount) is equal to Line (A) plus Line

- **Allowable Increases**

Base Limitation - All political subdivisions have the ability to increase their base of restricted funds by 2.5%.

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 5.C.

Approve Ordinance No. 2019-2985 prohibiting persons under the age of eighteen years from the use and possession of tobacco, tobacco products, electronic cigarettes and vapor products, alternative nicotine products, and establish a penalty for violations.

BACKGROUND:

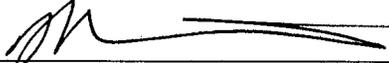
Please refer to the attached City Manager's Report prepared for the August 19, 2019 meeting.

**FISCAL
IMPACT:** None.

APPROVALS:

Lea Ann Doak, City Clerk

August 29, 2019



Nathan A. Schneider, City Manager

August 29, 2019

CITY MANAGERS REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING

ITEM: ~~5.A.~~

RECOMMENDATION:

APPROVE ORDINANCES THAT PROHIBIT PERSONS UNDER THE AGE OF EIGHTEEN YEARS FROM THE USE AND POSSESSION OF TOBACCO, TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND VAPOR PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, AND ESTABLISH A PENALTY FOR VIOLATIONS.

BACKGROUND:

The McCook Police Department and McCook Public Schools worked together to limit the possession and use of tobacco products, especially vaping products and devices, by minors in and around public schools during the 2018/2019 school year. The availability of the products and lack of ordinances or laws prohibiting the possession of tobacco products and devices made it a near impossible task. The proposed ordinances will allow the Police Department and schools to more effectively protect our children by curbing the use and spread of the dangerous drugs and items, especially in schools.

While all tobacco products and vaping products endanger children, vaping products have been shown to be particularly harmful. Vaping products, such as Juul, allow users to consume the amount of nicotine in a pack of cigarettes in as few as three puffs. The damage to the respiratory of users is the subject of medical studies, but the consensus has been that this type of use poses a significant health threat. Also, marijuana compounds and other substances have been adapted and are readily available for use in vaping devices.

The dangers presented by alternative nicotine devices (vaping) have resulted in cities nationwide passing ordinances to prohibit the use of tobacco and alternative nicotine devices for minors. The proposed ordinances were crafted from similar ordinances passed in other Nebraska cities.

FISCAL IMPACT:

NONE.

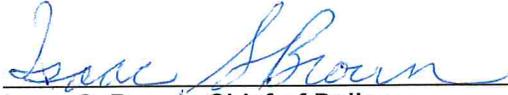
RECOMMENDATION:

APPROVE ORDINANCES THAT PROHIBIT PERSONS UNDER THE AGE OF EIGHTEEN YEARS FROM THE USE AND POSSESSION OF TOBACCO, TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND VAPOR PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, AND ESTABLISH A PENALTY FOR VIOLATIONS.

CITY MANAGERS REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING

Page 2

APPROVALS:



Isaac S. Brown, Chief of Police

8-15-19

Date



Nate Schneider, City Manager

8-15-19

Date

ORDINANCE NO. 2019-2985

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 130 - GENERAL OFFENSES/OFFENSES AGAINST THE PEACE, OF THE CITY OF MCCOOK CODE OF ORDINANCES; ADDING SECTION 130.33 - TOBACCO; POSSESSION BY MINORS; UNLAWFUL; AMENDING SECTION 130.99 TO PROVIDE FOR TOBACCO; POSSESSION BY MINORS; PENALTY; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

SECTION 1 That Chapter 130 - General Offenses/Offenses Against Property; Section 130.33 - Tobacco; Possession by Minors; Unlawful shall be added to read as follows:

“§ 130.33 TOBACCO; POSSESSION BY MINORS; UNLAWFUL.

“It shall be unlawful for any person under the age of eighteen (18) years to possess or use cigarettes or cigars, vapor products, electronic cigarettes, or alternative nicotine products, or use tobacco in any form whatever; provided that the possession by a person under the age of eighteen (18) years under the supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home, or when required in the performance of a person's duty as an employee, shall not be prohibited. Tobacco products shall be defined to mean any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, vapor products, electronic cigarettes, or alternative nicotine products.”

SECTION 2. That Chapter 130 - General Offenses/Offenses Against Property; Section 130.99 - Penalty shall be amended to read as follows:

§ 130.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person violating § 130.01 shall, upon conviction therefor, be punished as follows:

(1) If the conviction is for a first offense, the person shall be punished by a fine of not less than \$100;

(2) If the conviction is for a second offense, the person shall be punished by a fine of not less than \$100 and shall be confined jail for not less than six days nor more than 30 days; and

(3) If the conviction is for a third offense, or subsequent offense

thereafter, the person shall be punished by a fine of not less than \$100 and confinement, with or without hard labor, in ~~the city jail~~ a jail for not less than six days nor more than three months.

(C) Any person who violates any of the prohibitions or provisions of §§130.30 through 130.32 shall be deemed guilty of a misdemeanor. Unless otherwise specified in this particular section, the penalty for the violation shall be in any amount not less than twenty five dollars (\$25.00) and not to exceed one thousand dollars (\$1,000.00) and/or imprisonment for any length of time not to exceed three months, in the discretion of the court, provided whenever §§130.30 through 130.32 shall declare a nuisance, a violation of that section shall be penalized by a fine of not more than one thousand dollars (\$1,000.00), in which case a new violation shall be deemed to have been committed every 24 hours of the failure to comply.

(D) Any person or persons violating the provisions of §130.33 shall be deemed guilty of an infraction and, upon conviction, shall be fined thirty five dollars (\$35.00) for the first offense and fifty dollars (\$50.00) for every offense thereafter. Each distinct act or violation of the terms of §130.33 shall constitute a separate offense. The City Attorney shall have discretion to dismiss charges against any minor charged with violation of §130.33 when the said minor has furnished evidence for the conviction of the person or persons selling or giving him/her the tobacco in any form whatever, or any cigarettes, cigarette paper, vapor products, or alternative nicotine products.

(E) Whenever a nuisance exists as defined in this chapter, the municipality may proceed by a suit in equity to enjoin and abate the same, in the manner provided by law. Whenever, in any action, it is established that a nuisance exists, the court may, together with the fine or penalty imposed, enter an order of abatement as a part of the judgment in the case.”

SECTION 3. Any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 34. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2019.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Published: December 21, 2018.

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING**

ITEM: 3.C. Public Hearing - FY 2019/2020 Annual Budget

ITEM: 3.D. Public Hearing - Set Final Tax Request at a different amount than the prior year

BACKGROUND:

Public Hearing - FY 2019/2020 Annual Budget

Each governing body, after the filing of the proposed budget statement, shall each year conduct a public hearing for the purpose of hearing support, opposition, criticism, suggestions, or observations of taxpayers relating to the proposed budget.

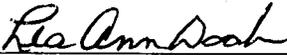
Public Hearing - Set Final Tax Request at a different amount than the prior year

The property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization, unless the governing body passes by a majority vote a resolution or ordinance setting the tax request at a different amount. The resolution to set this amount will be considered after final approval of the budget and must be forwarded to the County Clerk by October 13. The levy generates a different amount as the assessed valuation changes from year to year. The County Assessor must certify assessed value on all taxable property by August 20. The levy amount is subject to change upon approval by the Council.

Please note that two separate hearings are required to be held.

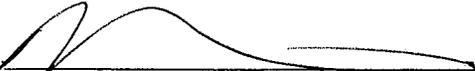
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 28, 2019



Nathan A. Schneider, City Manager

August 28, 2019

EXHIBIT #1

City of McCook
IN
Red Willow County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 3rd day of September 2019, at 5:30 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2017-2018 Actual Disbursements & Transfers	\$ 20,244,017.00
2018-2019 Actual/Estimated Disbursements & Transfers	\$ 19,899,675.00
2019-2020 Proposed Budget of Disbursements & Transfers	\$ 36,584,574.00
2019-2020 Necessary Cash Reserve	\$ 1,046,554.00
2019-2020 Total Resources Available	\$ 37,631,128.00
Total 2019-2020 Personal & Real Property Tax Requirement	\$ 1,463,348.00
Unused Budget Authority Created For Next Year	\$ 902,987.11

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 1,463,348.00
Personal and Real Property Tax Required for Bonds	\$ -

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 3rd day of September 2019, at 5:30 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

	2018	2019	Change
Operating Budget	33,806,985.00	36,584,574.00	8%
Property Tax Request	\$ 1,419,468.14	\$ 1,463,348.00	3%
Valuation	406,673,163	419,244,526	3%
Tax Rate	0.349044	0.349044	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.338578		

Publish: August 29, 2019

/s/ Lea Ann Doak, City Clerk

EXHIBIT #2

CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 MCCOOK CITY COUNCIL MEETING

ITEM 4.B. Approve a lease agreement for the McCook Ben Nelson Regional Airport Terminal between General Services Administration (GSA) and the City of McCook.

BACKGROUND:

The City of McCook leases office and related space at the McCook Ben Nelson Regional Airport Terminal to the United States Government, by and through its agent General Services Administration (GSA). The current lease is set to expire in November of 2019. A new lease is required. Accordingly, the City of McCook and GSA have negotiated a new contract to begin in November of 2019. The term of the contract is for 10 years, 5 years firm. The annual rent paid by GSA to the City of McCook will increase by 2%, from \$25,059.96 to \$25,561.10. There are no additional changes to the contract terms.

A copy of the lease is attached to this report for review.

APPROVALS:



Nathan A. Schneider, City Manager

August 28, 2019



Lea Ann Doak, City Clerk

August 28, 2019



Kyle Potthoff, Public Works Director

August 28, 2019

LEASE NO. GS-06P-LNE00265

On-Airport Lease
GSA FORM L201D (October 2018)

This Lease is made and entered into between

City of McCook

(Lessor), whose principal place of business is

302 West 5th Street
McCook, NE 69001-3676

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

McCook Regional Airport Terminal and Fire Station
1022 Airport Road
McCook, NE 69001-1059

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on November 19, 2019 and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

- A. Office and Related Space: 968 rentable square feet (RSF), yielding 968 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor as depicted on the floor plan attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 0 designated parking spaces as depicted on the plan attached hereto as Exhibit B. The Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2017)

- A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	11/19/2019 – 11/18/2029	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$25,561.10	\$26.40
Operating Costs	\$0.00	\$0.00
Full Service Rate	\$25,561.10	\$26.40

- B. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
- C. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
- D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 968 ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- E. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.
- H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
 2. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
 3. Performance or satisfaction of all other obligations set forth in this Lease; and,
 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **60 days'** prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **60 days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2017)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan	1	A
Parking Plan	1	B
GSA Form 3517B, General Clauses	15	

1.07 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED

1.08 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: **053460457**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED

2.05 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

- A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (OCT 2017)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2013)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- | | | | | |
|--|--|---|---|--|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) _____ |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>As Needed</u> | Space <u>Once every 5 years</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> RESTROOM SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas <u>Once every 5 years</u> | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>As Needed</u> | | |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **4:00 AM to 1:30 PM** weekdays, **4:00 AM to 8:30 AM** during weekends.

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED

4.07 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm2; mold (see paragraph entitled "Mold"); CO 9 ppm; CO2 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2018)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

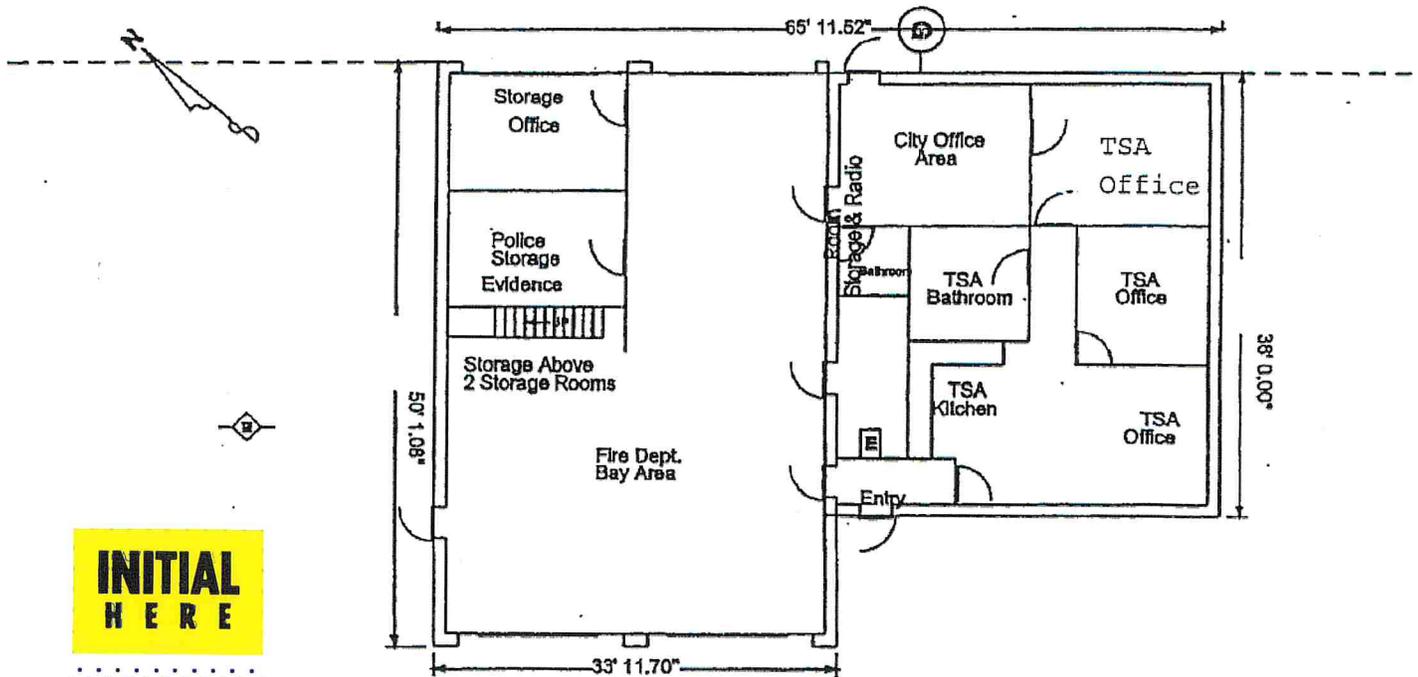
4.09 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

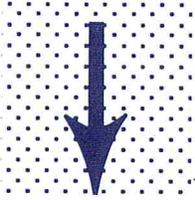
SECTION 5 ADDITIONAL TERMS AND CONDITIONS

EXHIBIT A

Case Name: Airport Fire Station & TCA Office
Address: McCook Airport, Airport Road
Owner: City of McCook
Phone No. 308-345-2022
Drawn By: Mark Ellor
Date: 09-02-2008



**INITIAL
HERE**



Initials: _____ & _____
Lessor Gov't

GS-06P-LNE00265

McCook
Airport parking lot

**TSA
OFFICE**

TERMINAL

**INITIAL
HERE**



Initials _____ & _____
Lessor & Gov't

GS-05P-LNE00265

100 ft

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
STANDARDS OF CONDUCT	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
	ADJUSTMENTS	28	552.270-30
29		52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
30		552.270-13	PROPOSALS FOR ADJUSTMENT
31			CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

LESSOR: _____ GOVERNMENT: _____

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

LESSOR: _____ GOVERNMENT: _____

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

LESSOR: _____ GOVERNMENT: _____

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first

LESSOR: _____ GOVERNMENT: _____

business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

LESSOR: _____ GOVERNMENT: _____

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

LESSOR: _____ GOVERNMENT: _____

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

LESSOR: _____ GOVERNMENT: _____

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

LESSOR: _____ GOVERNMENT: _____

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

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- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
 (Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the

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agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

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- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

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"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR [22.1301](#).

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

- (a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)
This clause is incorporated by reference.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)

(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)

(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.

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45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$700,000 total contract value.)

This clause is incorporated by reference.

46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

47. 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)

(Applicable if over \$700,000 total contract value.)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____