

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, May 17, 2021**  
**5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
  - A. Conduct a public hearing on the application of Javier Hernandez Vega; dba "Fuller's Family Restaurant", for Class "C" License #124262 - (Beer, Wine Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue.
    1. Reconvene as a City Council.
  - B. Recommend approval to the Nebraska Liquor Control Commission the application of Javier Hernandez Vega; dba "Fuller's Family Restaurant", for Class "C" License #124262 - (Beer, Wine Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue, McCook, Nebraska.
3. Proclamations.
  - A. Approve the proclamation designating the week of May 9–15, 2021 as "National Skilled Nursing Care Week" and authorize the Mayor to sign.
  - B. Approve the proclamation designating the week of May 16–22, 2021 as "National Public Works Week" and authorize the Mayor to sign.
  - C. Approve the proclamation designated May 16–22, 2021 as "Emergency Medical Services Week" and authorize the Mayor to sign.
4. Consent Agenda.
  - A. Approve the minutes of the May 3, 2021, regular City Council meeting.
  - B. Receive and file the Financial Report for the period ending April 30, 2021.
  - C. Approve the application for a Special Designated Liquor License submitted by HoJo's Hideaway - Howard Johnson, Liquor License #CK-69997, for a reception to be held at McCook Municipal Auditorium, 302 West 5th Street, on June 19, 2021 from 5:00 P.M. to 1:00 A.M.

- D. Approve the State of Nebraska Department Economic Development Civic and Community Center Financing Fund Assistance Award Contract No. 21-03-088 and authorize the Mayor to sign.
  - E. Approve the Professional Services Contract Agreement between the City of McCook and Garver, LLC to provide professional services for Project No. 3-31-0052-015-2021, the development of an Airport Master Plan update at McCook Ben Nelson Regional Airport and authorize the Mayor to sign.
  - F. Receive and file an Engagement Letter with PFM Financial Advisors, LLC, authorizing PFM to serve as the financial advisory to the City of McCook in connection with the issuance of Combined Utilities Revenue Refund Bonds, Series 2021.
  - G. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for the Pro/Am Golf Banquet to be held in the Citta' Deli parking lot, 110 West 1st Street, on June 5, 2021 from 12:00 P.M. to 1:00 A.M.
5. Regular Agenda.
- A. Receive and file a request from Curt Swanhorst regarding the vacation of a perpetual easement in favor of the City of McCook located in the northern portion of the Bish Addition to the City of McCook.
  - B. Continue discussion regarding a request from Habitat for Humanity regarding property located at 1107 West 4th Street.
  - C. Discussion regarding the City Council's preference with regard to the report of items that only required action per the newly adopted "Topic for Consideration for City Council Agenda" form.
  - D. Discussion regarding the McCook City Council's prioritization of current general and enterprise fund needs and potential general fund projects.
  - E. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING**

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**ITEM:**                2    

**RECOMMENDATION:**

ITEM A            Conduct a public hearing on the application of Javier Hernandez Vega; dba "Fuller's Family Restaurant", for Class "C" License #124262 - (Beer, Wine Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue, McCook, Nebraska.

ITEM B            Recommend approval to the Nebraska Liquor Control Commission the application of Javier Hernandez Vega; dba "Fuller's Family Restaurant", for Class "C" License #124262 - (Beer, Wine Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue, McCook, Nebraska.

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**BACKGROUND:**

Upon notice from the Liquor Control Commission, the City has 45 days to conduct a hearing concerning the requested license. The Council may choose not to make a recommendation of approval or denial to the Commission.

Per §53-133, the Liquor Control Commission shall set for hearing any application wherein:

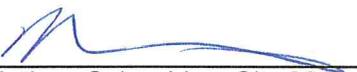
- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

May 10, 2021

  
\_\_\_\_\_  
Nathan Schneider, City Manager

May 10, 2021

## NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that Javier Hernandez Vega; dba "Fuller's Family Restaurant", has filed an application for Class "C" License #124262 - (Beer, Wine, Distilled Spirits, On and Off Sale) under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue, McCook, Nebraska.

All persons desiring to give evidence before the McCook City Council in support of or protest against the issuance of such license may do so at the time of this hearing to be held Monday, May 17, 2021 at 5:30 P.M., C.D.S.T.; in the City Council Chambers, 505 West "C" Street, McCook, Nebraska.

-s- Lea Ann Doak  
City Clerk

Publish: May 7, 2021.

**EXHIBIT #2**

**PAGE(S) - 1**

## Lea Ann Doak

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**From:** Hiland, Brenda <brenda.hiland@nebraska.gov> on behalf of Hiland, Brenda  
**Sent:** Tuesday, April 27, 2021 10:59 AM  
**To:** burkey@cityofmccook.com; ldoak@cityofmccook.com  
**Subject:** Fuller's Family Restaurant, C-124262  
**Attachments:** RECEIPT Fuller's Family Restaurant, C-124262.pdf; recommendation Fuller's Family Restaurant, C-124262.pdf; Fuller's Family Restaurant, C-124262\_Redacted.pdf

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE PROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

*Brenda Hiland*

Licensing Division  
Nebraska Liquor Control Commission  
(402) 471-2735  
(402) 471-2814 fax  
web: <http://www.lcc.nebraska.gov>  
<https://www.facebook.com/NebraskaLiquorControlCommission>

**EXHIBIT #3**

**PAGE(S) - 1**

**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov

<b>RECEIVED</b>		
APR 16 2021		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	New Replacing #	104634
Class Type	13 C	124262
		Initial BH

Applicant name Javier Hernandez Vega

Trade name Fuller's Family Restaurant

Previous trade name \_\_\_\_\_

Contact email address 2legit20@gmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

**EXHIBIT #4**

**PAGE(S) - 34**

Office use only	
PAYMENT TYPE	PayPort
AMOUNT:	\$400-
Received:	BR
	 2100004612

# PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

**Nebraska Liquor Control Commission**

P.O. Box 95046  
Lincoln NE 68509-5046  
402)471-4881  
ackie.matulka@nebraska.gov  
)TC Local Ref ID: 59764298  
/16/2021 10:38 AM

Status: **APPROVED**  
Customer Name: Javier Hernandez Vega  
Type: Visa  
Credit Card Number: \*\*\*\* \* 6521

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, D, IB)	1	62105484	\$400.00

Applicant Name: **Javier Hernandez Vega**  
Trade Name (DBA): **Fuller's Family Restaurant**  
Address: **110 Norris Avenue**  
City: **McCook**  
State: **NE**  
Zip Code: **69001**  
Phone Number: **3087370297**  
Email Address: **2legit20@gmail.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96

1.  Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2.  Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3.  Enclose the appropriate application forms;
  - Individual License (requires insert form 1)
  - Partnership License (requires insert form 2)
  - Corporate License (requires insert form 3a & 3c)
  - Limited Liability Company (LLC) (requires form 3b & 3c)
4.  If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5.  If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6.  If buying the business of a current liquor license holder:
  - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
  - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
  - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7.  If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. na Enclose a list of any inventory or property owned by other parties that are on the premises.
9.  For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See guideline for further assistance
10. na Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11.  Submit a copy of your business plan.

**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

Signature

4-14-2021  
Date

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov/

**RECEIVED**  
  
APR 16 2021  
  
NEBRASKA LIQUOR  
CONTROL COMMISSION

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

**RETAIL LICENSE(S)**

Application Fee: \$221 (Non-refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE - MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ~~B~~ BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 - October 31  
All other licenses run from May 1 - April 30  
Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commission will call this person with any questions we may have on this application**

Name J. Bryant Brooks Phone number: (308)345-1600

Firm Name Mousel, Brooks, Schneider, Mustion & Shifflet, PC, LLO

*email to atty*

**PREMISES INFORMATION**

Trade Name (doing business as) Fuller's Family Restaurant

Street Address #1 110 Norris Avenue

Street Address #2 \_\_\_\_\_

City McCook

County Red Will

Zip Code 69001

3778

Premises Telephone number (308)345-7464

Business e-mail address \_\_\_\_\_

Is this location inside the city/village corporate limits: YES x NO \_\_\_\_\_

Mailing address (where you want to receive mail from the Commission) \_\_\_\_\_

Name Javier Hernandez Vega

Street Address #1 703 West J Street

Street Address #2 \_\_\_\_\_

City McCook

State NE

Zip Code 69001

3045

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

\*\*For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 96' x width 23' in feet 141 x 49  
Is there a basement? Yes ✓ No \_\_\_\_\_ If yes, length 98' x width 28' in feet  
Is there an outdoor area? Yes ✓ No \_\_\_\_\_ If yes, length 24' x width 23' in feet

25 x 45

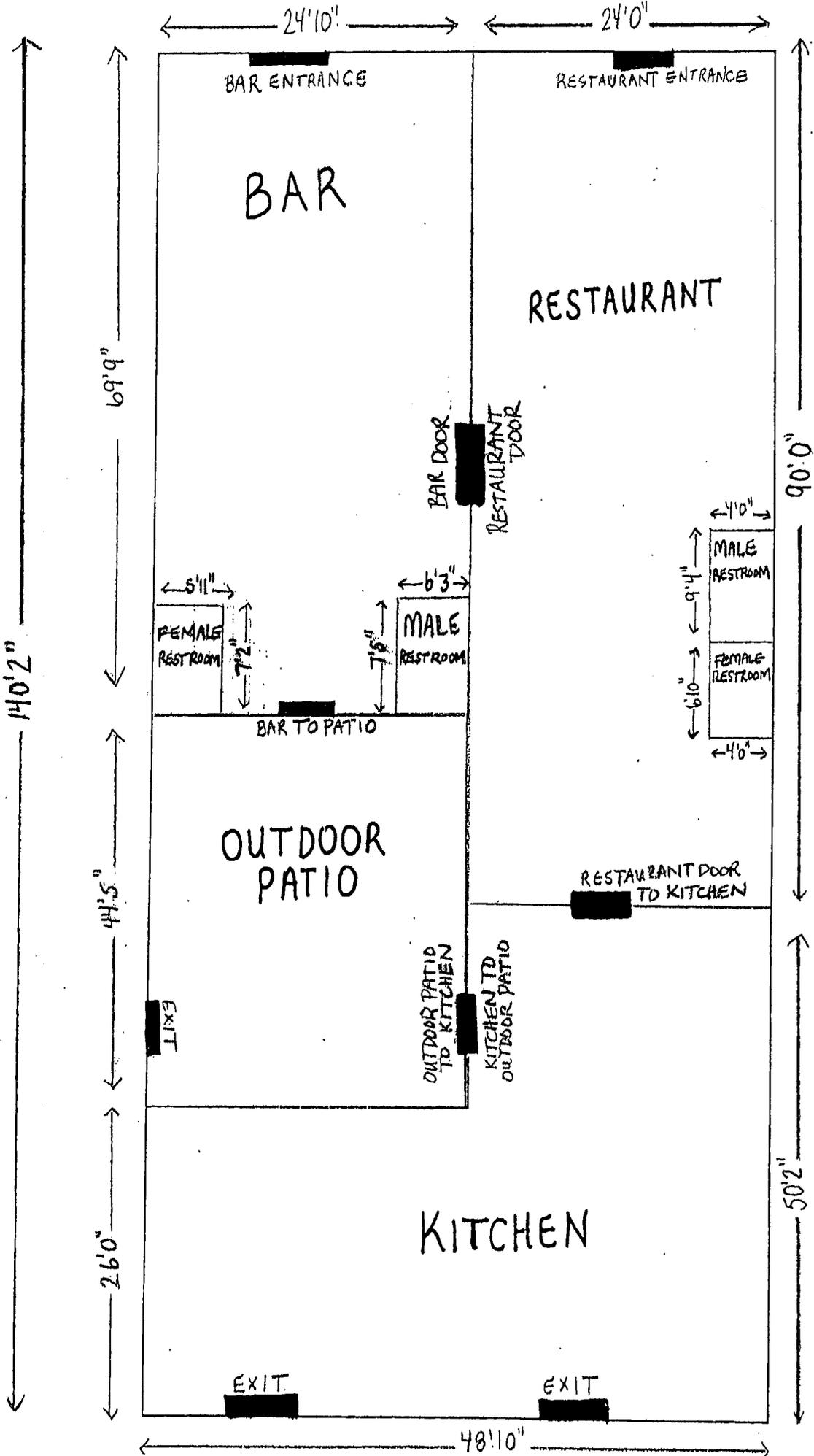
The building has a second floor containing an office and a restroom.

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

see attached

First floor only

NORTH ↑





**Roberts, Rebecca**

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**From:** jbbrooks@mbgslaw.com  
**Sent:** Friday, April 16, 2021 10:54 AM  
**To:** LCC Front Desk  
**Subject:** license application: Javier Hernandez Vega  
**Attachments:** info@mbgslaw.com\_20210416\_103820.pdf; info@mbgslaw.com\_20210416\_104043.pdf

Dear Sir or Madam,

Our office is representing Javier Hernandez Vegas. He is purchasing Fuller's Family Restaurant in McCook, which operates under Val Fuller's liquor license. I have attached the completed forms for his Class IB license application, as well as an application for temporary operating permit. The finger prints are in the second attachment. The fee was sent a few minutes ago through Payport. I want to note that there are two Red Willow County Court charges on record which were dismissed and were, therefore, not mentioned in the application.

Please let me know if you require anything further.

Thanks.

Sincerely,  
Bryant Brooks

J. Bryant Brooks  
**MOUSEL, BROOKS, SCHNEIDER,  
MUSTION & SHIFFLET, P.C., L.L.O.**  
101 West C Street  
McCook, NE 69001  
phone: (308)345-1600  
fax: (308)345-1602

April 2016  
No proof of financial  
responsibility  
Failure to appear -  
Dismissed -  
6/2016

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES  NO

If yes, list the lender(s) Val D. Fuller

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES  NO

If yes, explain. (all involved persons must be disclosed on application)

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**No silent partners**

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES  NO

If yes, list such item(s) and the owner.

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

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9. Is anyone listed on this application a law enforcement officer?

YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Pinnacle Bank, McCook, NE

Javier

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

none

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date \_\_\_\_\_  
 \_\_\_\_\_ Deed  
 Purchase Agreement

14. When do you intend to open for business? May 1, 2021

15. What will be the main nature of business? restaurant

16. What are the anticipated hours of operation? 6 a.m. to 10 p.m. Sun-Thurs; 6 a.m. Friday to 3 a.m. Sat; 6 a.m. Sat - 3 a.m. Su

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
703 West J Street, McCook, NE	2017	present			
1002 West L Street, McCook,, NE	2007	2017			

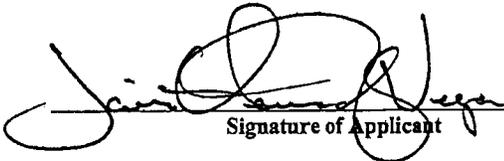
If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

Javier Hernandez Vega  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

ACKNOWLEDGEMENT

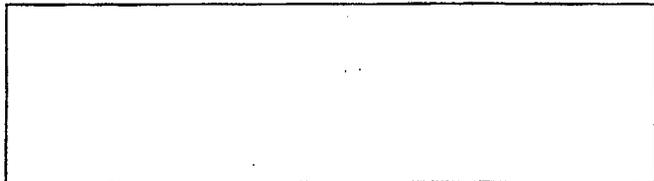
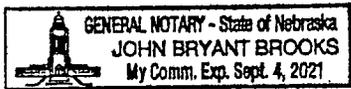
State of Nebraska  
County of TED WILLOW

The foregoing instrument was acknowledged before me this

April 14, 2021  
date

by Javier Hernandez Vega  
name of person(s) acknowledged (individual(s) signing)

  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE  
INDIVIDUAL  
INSERT – FORM 1**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov

Office Use

**RECEIVED**

APR 16 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

**Individual applicants, including spouse, are required to adhere to the following requirements**

- 1) **Must be a citizen of the United States**
- 2) **Must be a Nebraska resident (Chapter 2 – 006)**
- 3) **Must provide a copy of their certified birth certificate, INS papers or US Passport**
- 4) **Fingerprints are required. See Form 147 for further information, this form MUST be included with your application**
- 5) **Must sign the signature page of the Application for License form**
- 6) **Applicant may be required to take a training course**
- 7) **Be a registered voter in the State of Nebraska, include a copy of voter registration card with application**

Name of individual applicant who will hold license

Last Name: Hernandez Vega

First Name: Javier MI: \_\_\_\_\_

Home Address: 703 West J Street City: McCook Zip Code: 69001

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Home Telephone Number: (308)737-0297

Driver's License Number [REDACTED] State: Nebraska

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES

NO

If yes, provide your spouse's information below

Spouses Last Name: \_\_\_\_\_

Spouses First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_



### Registrant Search Results

#### Red Willow

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
3392308 Active	Hernandez Vega, Javier 1002 W L St McCook, NE 69001	10/4/1976	8/22/2011	12.01 308-344-9190	Nonpartisan	Male	

Total for Red Willow :

Total number of Registrants :

FILED  
 IN COUNTY CLERK'S OFFICE  
 RED WILLOW COUNTY, NE

APR 16 2021

\_\_\_\_\_  
 Clerk  
 County  
*16*

# Fullers Family Restaurant

110 Norris Ave.  
McCook Nebraska, 69001  
(123) 456-7890  
no\_reply@example.com

April 11th, 2021

Fullers Family Restaurant,

Fuller's Family Restaurant has been around for generations in the city of McCook. The company is structured as a sole proprietorship. It's located in the center of town where the majority of traffic seems to be. The restaurant is advertised by community, friends, family, radio, as well as social media. Our goal is to have the previous employees and hire new employees. At least 5 working in the kitchen and 25 working as a waitresses. Our employees now and future employees will be dedicated to serve our customers with great service.

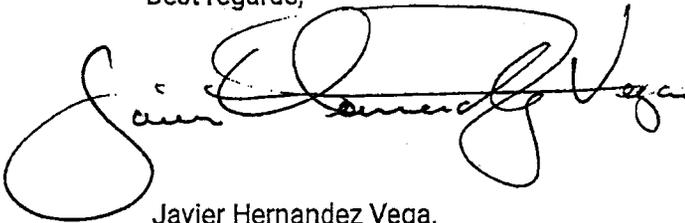
We hope to serve anybody and everybody with the best service we can provide. We will have an American/Mexican menu. The menu contains both American/Mexican breakfast, lunch and dinner. We want to satisfy our customers and we believe the Mexican add on can do wonders. We want to make Fullers Family Restaurant a place where people would want to keep continuously returning. We have a main cook to oversee the kitchen staff. Meaning that person will monitor and make sure everything is being done correctly. The waitresses will have a person to oversee as well. Just to make sure everything runs smoothly. I myself will monitor other implementations such as payroll, work scheduling, vacation leave and etc.

In the near future we plan on adding an additional menu such as, street tacos, chicken wings, kids menu, etc. Opening and closing hours are Monday-Thursday 6 a.m. through 10 p.m. , Friday - Saturday, 6 a.m. through 3 a.m., Sunday 6 a.m. through 10 p.m. we believe those hours are reasonable. The restaurant contains two restrooms. Male and female. Males restroom being 4 foot wide ,8 feet and 11 inches long. Females being 4 feet and 5 inches wide and 6 foot and 6 inches long. The restaurant itself is 92 feet long and 23 ft, 9 inches wide. Fuller's Family Restaurant has an additional bar. The bar contains 2 bathrooms as well. Those both being 7 ft and 4 inches wide and 5 feet long. The bar itself is 59 feet long and 24 foot and 9 inches wide.

The outside patio is located behind the bar. The patio being 24 ft long and 23 ft and 4 inches wide.

In conclusion the restaurant is to be a place where a family can come and enjoy their time with us. I myself will manage a proper way to serve customers to satisfy their needs. As well as providing the proper training for my employees to meet that necessity of respect to our customers.

Best regards,

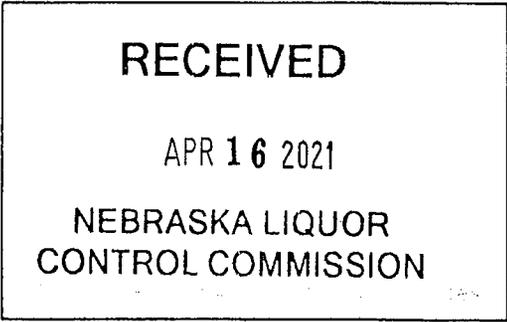
A handwritten signature in black ink, appearing to read "Javier Hernandez Vega". The signature is written in a cursive style with large, sweeping loops.

Javier Hernandez Vega,

Fullers Family Restaurant.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Fuller's Family Restaurant

Name of Person Being Fingerprinted: Javier Hernandez Vega

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

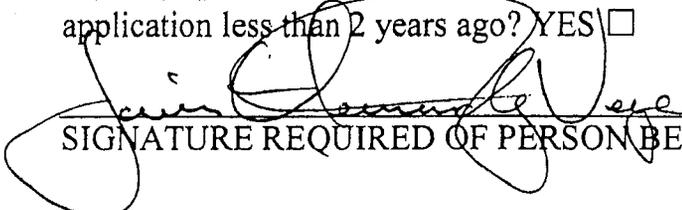
Date fingerprints were taken: 2-12-2021

Location where fingerprints were taken: McCook, Nebraska, Police

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 1028

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

## Hiland, Brenda

---

**From:** Steward, Lisa on behalf of LCC Front Desk  
**Sent:** Monday, April 26, 2021 4:07 PM  
**To:** Hiland, Brenda  
**Subject:** FW: Herndandez Vega license application  
**Attachments:** info@mbgslaw.com\_20210426\_161120.pdf

Lisa Steward  
Nebraska Liquor Control Commission  
Phone: (402) 471-4831 / Fax: (402) 471-2814

**From:** jbbrooks mbgslaw.com <jbbrooks@mbgslaw.com>  
**Sent:** Monday, April 26, 2021 4:06 PM  
**To:** LCC Front Desk <LCC.frontdesk@nebraska.gov>  
**Subject:** Herndandez Vega license application

Dear Brenda:

I am attaching a revised drawing of the main floor of the Fuller's Family Restaurant building which better illustrates the structure and contains more accurate measurements than the drawings originally provided. The total building length is 140 feet 2 inches. The total building width is 48 feet 10 inches. The building has a 24 foot 10 inch by 44 foot by 5 inch outdoor area. It also has a second floor in which alcohol will not be sold or consumed, with an office and restroom. The basement is 98 feet by 28 feet and also will not allow consumption or sale of alcohol.

Just let me know if you need anything further.

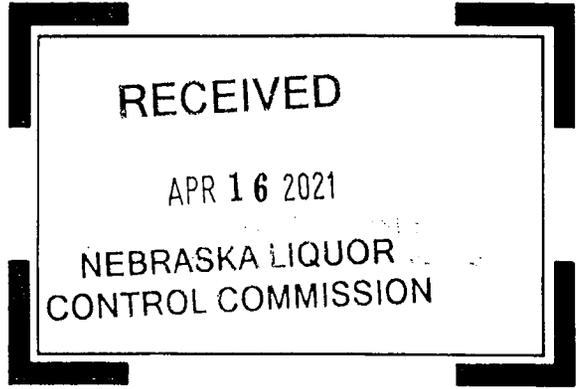
Thanks for your help.

Bryant

J. Bryant Brooks  
**MOUSEL, BROOKS, SCHNEIDER,  
MUSTION & SHIFFLET, P.C., L.L.O.**  
101 West C Street  
McCook, NE 69001  
phone: (308)345-1600  
fax: (308)345-1602

# APPLICATION FOR TEMPORARY OPERATING PERMIT (AKA T.O.P.)

NEBRASKA LIQUOR CONTROL COMMISSION  
 301 CENTENNIAL MALL SOUTH  
 PO BOX 95046  
 LINCOLN, NE 68509-5046  
 PHONE: (402) 471-2571  
 FAX: (402) 471-2814  
 website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)



**Nebraska Liquor Control Act §53-149 (2)** A license issued under the act terminates immediately upon the sale of the licensed premises named in such license. The purchaser or transferee may submit an application for a license under the act prior to closing such sale or transfer. While such application is pending, the purchaser may request and obtain a temporary operating permit from the commission which shall authorize the purchaser to continue the business which was conducted on the purchased premises under the terms and conditions of the terminated license for ninety days or until the purchaser has obtained a license in its own name, whichever occurs sooner. Prior to the issuance of a temporary operating permit, the purchaser shall supply the commission with documentation from the seller that the seller is current on all accounts with any wholesaler under section §53-123.02. A seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense. In the absence of such temporary operating permit, the purchaser shall not manufacture, store, or sell alcoholic liquor on the purchased premises until the purchaser has obtained a license in the purchaser's own name. If the application is withdrawn by the applicant or is denied by the commission, the previous license may be reinstated at the discretion of the commission upon request by the previous licensee.

**Rules and Regulations Chapter 2 Section 004  
 TEMPORARY OPERATING PERMITS**

- 004.01 Someone other than a licensee may operate a business holding a liquor license if all of the following criteria are met:
  - 004.01A A formal application for a new license must be on file with the Commission.
  - 004.01B A request for a temporary operating permit must be filed with the application.
  - 004.01C Temporary operating permits may not exceed 90 days in total duration.
  - 004.01D If the sale of the business fails to occur, the previous licensee can be reinstated during the pendency of the temporary operating permit upon request of the previous license holder.
- 004.02 Any violations occurring during the pendency of a temporary operating permit will be adjudicated in the following manner:
  - 004.02A Any violations occurring during the temporary operating permit will be used and conferred upon a license if issued. Any violation may be used to determine the fitness of the applicant to receive the requested license.

TEMPORARY OPERATING PERMIT (T.O.P.) REVIEW CHECK LIST	
OFFICE USE ONLY	
<p style="text-align: center;">SELLER INFO:</p> <p>License Class &amp; Number: <u>IB 104634</u></p> <p>Licensee: <u>Val Fuller</u></p> <p>DBA: <u>Fuller's Family Restaurant</u></p>	<p style="text-align: center;">BUYER INFO:</p> <p>License Class &amp; Number: <u>C-124262</u></p> <p>Licensee: <u>Javier Hernandez Vega</u></p> <p>DBA: <u>Fuller's Family Restaurant</u></p>
<p><input checked="" type="checkbox"/> Signature of Seller on T.O.P. Application</p> <p><input checked="" type="checkbox"/> Reviewed for Seller's Pending Violations</p> <p><input checked="" type="checkbox"/> Reviewed Delinquent List</p> <p><input checked="" type="checkbox"/> Reviewed with Director</p>	<p><input checked="" type="checkbox"/> Signature of Buyer on T.O.P. Application</p> <p><input checked="" type="checkbox"/> Reviewed Buyer's Criminal History</p> <p><input checked="" type="checkbox"/> Reviewed Purchase Agreement</p> <p><input checked="" type="checkbox"/> Seller's license valid, current and active</p> <p style="text-align: right;">4-20-2021</p>

**Administrative Review - Office Use Only**

Reviewed by: Jackie B Matulka

Approved     Denied    Date: 4-22-2021

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



LICENSEE (SELLER) AND APPLICANT (BUYER) SECTION

COMPLETE THE FOLLOWING:

NAME OF CURRENT LICENSEE (SELLER) AND SELLER'S LICENSE #:

Val D. Fuller License # 104634

AND

NAME OF LICENSE APPLICANT (BUYER):

Javier Hernandez Vega

ON March 19, 2021 (Date) SELLER AND BUYER ENTERED INTO A CONTRACT FOR SALE OF THE ALCOHOL RELATED BUSINESS KNOWN AS:

Fuller's Family Restaurant

(Seller's Trade Name)

LOCATED AT: 110 Norris Avenue McCook NE 69001 (Street Address) (City) (State) (Zip Code)

BUYER SEEKS TO OBTAIN A TEMPORARY OPERATING PERMIT (TOP) TO ALLOW BUYER TO OPERATE THE BUSINESS UNDER THE SAME TERMS AND CONDITIONS OF THE CURRENT LICENSEE; SUBJECT TO APPROVAL BY THE NEBRASKA LIQUOR CONTROL COMMISSION (NLCC) FOR A PERIOD NOT TO EXCEED 90 DAYS (NO EXCEPTIONS).

SELLER HEREBY DECLARES THAT THEY ARE CURRENT ON ALL ACCOUNTS WITH ALL NEBRASKA LICENSED WHOLESALERS UNDER SECTION §53-123.02. ANY SELLER WHO PROVIDES FALSE INFORMATION REGARDING SUCH ACCOUNTS IS GUILTY OF A CLASS IV MISDEMEANOR FOR EACH OFFENSE.

Signature of SELLER

(Do not sign until in the presence of the Notary Public)

+ Val D. Fuller

Printed Name of SELLER

Signature of BUYER

(Do not sign until in the presence of the Notary Public)

Javier Hernandez Vega

Printed Name of BUYER

State of Nebraska, County of Red Willow

State of Nebraska, County of Red Willow

The foregoing instrument was acknowledged before me this:

The foregoing instrument was acknowledged before me this:

April 15, 2021 (date)

April 14, 2021 (date)

By: Val D. Fuller name of person(s) signing document in front of Notary

By: Javier Hernandez Vega name of person(s) signing document in front of Notary

Notary Public Signature

Notary Public Signature

GENERAL NOTARY - State of Nebraska GAIL L. WAGNER My Comm. Exp. July 14, 2022

GENERAL NOTARY - State of Nebraska JOHN BRYANT BROOKS My Comm. Exp. Sept. 4, 2021

COPY

PURCHASE AGREEMENT

This agreement, made and entered into this 26<sup>th</sup> day of February, 2021, by and between Val D. Fuller, aka Val Fuller, a single person, doing business as Fuller's Family Restaurant, hereinafter referred to as "SELLER" and Javier Hernandez Vega, a single person, hereinafter referred to as "Buyer".

Seller agrees to sell and Buyer agrees to purchase the Seller's business known as Fuller's Family Restaurant located in McCook, Nebraska, certain personal property and equipment owned and used by Seller in the operation of his business and the real estate building on and in which said business is conducted, legally described as:

Lots 6 & 7 and a portion of Lot 5, described as beginning at the Southeast Corner of Lot 5, running thence West in the South line of Lot 5, 80 feet, thence North to the South side of the South wall of the building on said premises; thence East along the South side of the South wall thereof to the East line of said Lot; thence South to the point of beginning, all in Block 28, Original Town of McCook, Red Willow County, Nebraska.

The total purchase price of \$300,000.00, shall be apportioned and paid as set forth below.

I. PURCHASE PRICE

#60,000.00 is apportioned to good will, #90,000.00

The total purchase price for said real estate and personal property and equipment shall be \$300,000.00, of the purchase price, ~~\$150,000.00~~ is apportioned to the real estate, and ~~\$150,000.00~~ is apportioned to the personal property and equipment which is shown on Exhibit "A", which is attached to this agreement and made a part hereof by this reference. The Buyer shall pay the Seller \$3,000.00 on the date of execution of this agreement, which sum shall be applied to the first payment due on the Promissory Note April 1, 2021. The Seller is also selling the use of the name "Fuller's Family Restaurant", the telephone number of the business which is 308-345-7464, any trademarks, permits, if any, licenses, if any, leases if any, contracts, if any, and agreements, if any. The Seller will execute and deliver a bill of sale for the transfer of said asset and the assets described in Exhibit "A" at closing vesting title in Buyer free from liens. The \$300,000.00 shall be paid to the Seller by the Buyer in 108 monthly payments of \$3,000.00, said sum shall draw interest at the rate of 1.717% per annum. The Seller, upon closing, will deliver to Buyer a good and sufficient Warranty Deed vesting title in the Buyer free from liens and encumbrances, subject only to easements and restrictions of record. The Buyer will execute and deliver to the Seller a Deed of Trust with the Buyer as Trustor, and the Seller as Beneficiary, and Philip P. Lyons, a member of the Nebraska Bar Association as Trustee. The Buyer shall also delivery a Promissory Note to the Seller in the principle amount of \$300,000.00, with interest at the rate of 1.717% per annum unless in default. The terms of default shall be set forth in the Promissory Note.

II. TITLE INSURANCE

The parties agree to share the cost of Title Insurance equally. Seller shall have a reasonable time to cure any defects as shown by the Title Commitment. If the Seller is unable to cure any defects of title as shown on the Commitment, then Seller may, at Seller's option, declare this entire agreement null and void. If the Seller is unable to cure any defects of title as shown on the commitment, the Buyer may, at Buyer's option declare this entire agreement null and void.

III. TAXES

The Seller shall pay the real estate taxes and personal property taxes for the year 2020 and all prior years. The real estate taxes for the year 2021 shall be prorated to the date of closing using the tax year 2020 as a basis. Buyer shall pay for the recording of the Deed and the recording of the Deed of Trust. The Seller shall pay the Documentary Stamp Tax.

#### IV. INSURANCE

Risk of loss or damage to said property remains with the Seller until the date of closing. If any loss or damage to said property occurs prior to closing, Seller may, at his sole discretion, elect to declare this entire agreement to be null and void, in which event Seller may repair the damaged property and place it in substantially the same condition that it is now, replace it and proceed to closing under this agreement; or Seller may give any insurance proceeds received by him caused by such loss or damage to Buyer and proceed to closing under this agreement with Buyer responsible for any repairs or replacement to the property. Seller shall maintain his current liability insurance until the date of closing and possession by the Buyer. Risk of loss and liability shall pass to Buyer on the date of closing, and Buyer acknowledges that he is responsible to provide his own insurance coverage for loss and liability effective on the date of closing and possession. The Buyer shall add the Seller onto the insurance policy as an additional insured, and the proceeds received on any loss suffered during the term of this agreement shall be paid first to the Seller to the extent that any part of the Promissory Note is then due and unpaid. The balance if any, shall be payable to the Buyer.

#### V. REPRESENTATIONS OF BUYER AND SELLER

Copies of all written agreements relevant to this sale of which Seller is a party have been supplied to Buyer and Buyer has been fully advised of the terms of all oral agreements, if any. Seller is not in default under any contract, agreement, lease or other document applicable to the property, and has complied with all law, regulations, and ordinances applicable to the Seller's business as of the date of this agreement.

Seller represents and warrants that there are no pending administrative, civil, or criminal litigation involving the property, the business or assets sold, or any demand or claims that would materially and adversely affect the property, the business or assets.

Unless otherwise permitted by Buyer to carry out the terms and conditions of this agreement, Seller shall no longer use or employ, in whole or in any part, the name "Fuller's Family Restaurant" after the date of closing. The Buyer and Seller agree that the Seller is operating a business utilizing a State Nebraska, Department of Liquor Control Liquor License upon the real estate described above. Buyer shall immediately commence the application for a permanent license with the Nebraska Liquor Control Commission and shall proceed to obtain said license in as rapid manner as possible. Buyer shall pay all fees required for such transfer. If the liquor license is refused despite the prompt, diligent and good faith efforts of the Buyer, then this agreement shall be null and void. The Buyers agree to extend the closing up to sixty (60) days, if necessary to accommodate requirements of obtaining the liquor license.

The Buyer and Seller acknowledge that the Buyer is currently expanding the kitchen area and has occurred expenses in connection of the expansion of the kitchen area and other repairs to the building on the real estate described above. Buyer agrees and Buyer acknowledges that all costs associated with such expansion of the kitchen and other work Buyer has contracted for and is performing on the real estate owned by Seller at this time, are the responsibility and liability of the Buyer.

#### VI. TRANSITION

Seller agrees to continue to operate Fuller's Family Restaurant from the date of closing, until the Buyer take possession. Seller further agrees to cooperate with Buyer to achieve a smooth transition of ownership, and to that end, make reasonable efforts to retain the current employees of the business. Each party agrees to pay for 1/2 of the preparation of this Purchase Agreement, 1/2 of the cost of the preparation of the Deed of Trust, Warranty Deed, and Promissory Note. Said cost will be payable at closing.

Closing shall take place on or before March 19, 2021. The closing shall take place at Colfer, Wood, Lyons & Wood, 124 West C Street, McCook, Nebraska. The parties may, by written consent extend the closing date or move the closing date forward.

This agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. The Buyer shall not assign any right under the contract to any other person, entity, or organization without first obtaining the express written consent of the Seller. It is understood by the parties that the credit being extended is personal to the Buyer and cannot be assigned except as set forth above. The Buyer shall pay to the Seller the sum of \$3,000.00, upon execution of this agreement as earnest money.

IN WITNESS WHEREOF, the parties have executed this contract for deed the date and year last above written.

Val D. Fuller  
Val D. Fuller, aka Val Fuller, Seller

Javier Hernandez Vega  
Javier Hernandez Vega, Buyer

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Red Willow )

The forgoing instrument was acknowledged before me on March 19, 2021, by Val D. Fuller, aka Val Fuller, Seller, who acknowledged the execution thereof to be his voluntary act and deed

Philip P. Lyons  
Notary Public  
GENERAL NOTARY - State of Nebraska  
PHILIP P. LYONS  
My Comm. Exp. August 19, 2022

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Red Willow )

The forgoing instrument was acknowledged before me on March 12, 2021, by Javier Hernandez Vega, Buyer, who acknowledged the execution thereof to be his voluntary act and deed

GENERAL NOTARY - State of Nebraska  
JOHN BRYANT BROOKS  
My Comm. Exp. Sept. 4, 2021

John Bryant Brooks  
Notary Public

**EXHIBIT A**  
**PERSONAL PROPERTY**

AGREEMENT TO EXTEND CLOSING



Val D. Fuller, aka Val Fuller and Javier Hernandez Vega, agree that the closing date referred to in the Purchase Agreement between the two of us be extended from March 19, 2021, until on or before March 31, 2021. The parties may extend the closing date or move the closing date forward by further written agreement.

DATED: March 19, 2021.

  
\_\_\_\_\_  
Val D. Fuller, aka Val Fuller, Seller. By Philip  
P. Lyons, his attorney

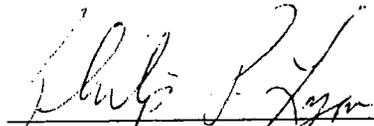
  
\_\_\_\_\_  
Javier Hernandez Vega, Buyer. By J. Bryant  
Brooks, his attorney

AGREEMENT TO FURTHER EXTEND CLOSING

COPY

Val D. Fuller, aka Val Fuller and Javier Hernandez Vega, agree that the closing date referred to in the Purchase Agreement between the two of us be extended from March 31, 2021, until on or before April 29, 2021. The parties may extend the closing date or move the closing date forward by further written agreement.

DATED: March 30, 2021.

  
\_\_\_\_\_  
Val D. Fuller, aka Val Fuller, Seller, By Philip  
P. Lyons, his attorney

  
\_\_\_\_\_  
Javier Hernandez Vega, Buyer, By J. Bryant  
Brooks, his attorney

## LIQUOR

11	JACK DANIEL'S	APPLE
2	JACK DANIEL'S	HONEY
2	JACK DANIEL'S	ORIGINAL
10	JACK DANIEL'S	FRYE
2	MAKERS MARK	WHISKY
5	LORD CALVERT	
2	SOUTHERN COMFORT	
2	EARLY TIMES	WHISKY
2	EZRA BROOKS	WHISKY BOURBON
1	JIM BEAM	PEACH WHISKY
5	DEWAR'S	WHITE SCOTCH WHISKY
4	CANADIAN MIST	
1	JAMESON	IRISH WHISKEY
4	CHIVAS REGAL	12 YRS
2	CROWN	ORIGINAL
2	CROWN	VANILLA
1	CROWN	APPLE
3	JAGERMEISTER	
15	SLOE JIN	
7	SEAGRAMS	7
10	SEAGRAMS	VO
11	CAPTAIN MORGAN	SPICED RUM
2	LOUDERS	SCOTCH
2	MONTEZUMA	TEQUILA
6	RUM CHATA	
6	DR. MCGILLICUDDY'S	
3	PEACH	SCHNAPPS
1		

1	GALLIANO TEQUILA	
6	BLUE CURACAO MIXER	
7	CREME DE CACAO	
5	AMARRETO	
3	PEPPERMINT SCHNAPPS	
5	TRIPLE SEC	
1	ROOT BEER SCHNAPPS	
6	BUTTER SCOTCH SCHNAPPS	
1	STRAWBERRY JUCKER	
2	BARTON BLACK	
9	BARTON WHITE	
4	KETEL ONE VODKA	
2	STOLICHNAYA VODKA	
4	BACARDI LIMON	
1	DISSARONNO	
2	ABSOLUT VODKA	
5	ABSOLUT STRAWBERRY	
1	ABSOLUT LEMON	
2	TANQUERAY GIN	
4	DEEP EDDY SWEET TEA	4 CASES
2	DEEP EDDY RUBY RED	FETZER MERLO
1	FIREBALL	WINE.
7	MALIBU COCONUT	
5	BACARDI WHITE	
2	CALYPSO SILVER	
1	1800 REPOSADO	
10	WILD TURKEY	

## BEERS

12	MIKES STRAWBERRY
12	MIKES BLACK CHERRY
12	MIKES HARD LEMONADE
40	DCS EQUIS
37	CORONAS
5	MICHELLOB DARK
7	COORS EDGE
6	BARRITTS GINGER BEER
15	GUINNESS
8	FAT TIRE
8	ANGRY ORCHARD
6	STELLA ARTOIS
8	HEINEKEN
7	GROLSCH
8	ROLLING ROCK
5	BUD LIGHT CHELADA
8	BLUE MOON
7	TANK 7
15	THE CALLING
14	TWISTED TEA
3	MIKES SELTZER MANGO
3	MIKES SELTZER PINE APPLE
3	MIKES SELTZER LEMONADE
8	WOODOO RANGER
21	BUD LIGHT SELTZER
7	LITE
6	BUSCH

6 BUDLIGHT CANS

7 BLUE RIBBON

17 BUDWEISER BOTTLES

10 BUDLIGHT BOTTLES

20 LITE BOTTLES

13 COORS LIGHT BOTTLES

13 MICHELOB ULTRA BOTTLES

9 MICHELOB LIGHT BOTTLES

## Kitchen Inventory

- 1- walk in freezer 2500 plus cookie jars
- 2- walk in coolers
- 1- stainless cooler salad bar
- 1- 30x30 stainless table
- 1- stand up freezer
- 1- stand up refrigerator
- 1- stock pot floor burner
- 2- Meat tenderizers Hobart
- 1- 30x30 stainless table
- 2- 4' x 30" chopping block table
- 2- 8' x 30" stainless table
- 2- mixers 30qt 20qt 8 attachments
- 1- meat slicer
- 1- ICE cream machine Taylor
- 2- scales
- 1- Ice machine 500lb capacity
- 1- Ice machine 300lb capacity
- 2- metal carts
- 3- bus carts
- 2- 30qt cooking pot (stainless)
- 1- 40qt cooking pots (stainless)
- 3- 20qt cooking pots (stainless)
- 65 pie plates metal + glass
- 8- metal whisks
- 2- metal cooking pots (stainless)
- 3- long metal serving containers 18x5"x5"
- 2- long metal serving (containers) 18x4"x4"
- 6- metal cooking lids
- 2- 4x8x5" serving containers stainless steel
- 8- 10x26 stainless containers
- 2- 10x10 serving containers

Dining room

- 2 Plates 132
- 7 Salad bowls
- 2 Salad plates 20
- 4 Roll saucers 6
- tables 4 x 5 31
- Round tables 2
- 3 x 6' tables 2
- Bar stools 10
- Chairs 40
- Booths 14
- coffee cups 50
- glasses - ~~60~~ 42 = sm glasses
- Juice glasses 30
- 2 sm Juice glasses 20
- 0 - Syrup containers
- 2 - water pitchers
- 3 Salad plates
- 1 - coffee urns
- 2 - Salt + Pepper 110
- 5 - sugar pkg holders for table 55
- Booster seats
- 1 - high chairs
- 2 - 6" Bread racks
- sm Bread rack (rolls)
- Standing cooler
- 1 - cash registers
- 2 - Jelly Baskets
- 1 - convection oven (duke)

Exhibit "A"

Bar

32" Televisions 3 diningroom

80" Television 1 Bar

60" Televisions Bar

2- Dart Boards 2 Bar

6 sets Darts

Juke Box

large fans

warming light

10 assorted Bar glasses + mugs

20 shot glasses

standing ice bin

Red head glass washer

## Inventory

- 1- 3m refridgtor (pie cabinet) tramontina
- 6- 10x24 stainless ser. containers
- 10- large 10x24 Lids stainless
- 2- folding 10x24 storage lids
- 3- metal collanders
- 7- metal fry baskets
- 8- large sauce pans
- 8- lids
- 11- 5x6 metal containers
- 11- 11x16 cookie sheets
- 9- stainless mixing bowls
- 1- toaster oven
- 70- 18x26 metal trays
- 20- 18x26 plastic trays
- 7- 18x70" metal shelves
- 2- 3x3 shelves
- 7- 18x47" metal shelves
- 1- 50 lb potato peeler
- 1- French Fry cutter
- 1- vegetable cutter.
- 9- 4x8 metal container
- 26- 12x16 metal container
- 55- assorted plastic containers + lids
- 8- dressing containers
- 30- 23x14 lg plastic storage tubs
- 7- microwaves
- 50- assorted serving utensils
- 8- 5x5 container lids
- 8- 5x10 container lids stainless
- 32- lg plates
- 32- med plates
- 25- lg Bowls salad
- 25- sm Bowls salad

RESTRICTED: This information not to be released to other than authorized personnel.

LIQUOR APPLICATION REPORT

POLICE DEPARTMENT REPORT

DATE REQUESTED: April 27, 2021

DUE DATE: May 7, 2021

APPLICANT: Javier Hernandez Vega

DBA: Fuller's Family Restaurant

APPLICANT'S ADDRESS:

PHONE NUMBER (HOME):

(BUSINESS):

PROPOSED LICENSE ADDRESS: 110 Norris Avenue

TYPE OF LICENSE: Class "C" - License #124262

(Beer, Wine & Distilled Spirits, On and Off Sale)

TYPE OF INVESTIGATION:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Purchase of Business | <input type="checkbox"/> New and Additional License |
| <input type="checkbox"/> Upgrade of Existing License     | <input type="checkbox"/> Transfer of Location       |
| <input type="checkbox"/> Expansion of Present Business   | <input type="checkbox"/> Manager                    |
| <input type="checkbox"/> Renewal - Long Form             |   |

TYPE OF BUSINESS:

- |  |  |
|--|--|
| <input type="checkbox"/> Hotel/Motel               | <input type="checkbox"/> Restaurant/Food Service   |
| <input type="checkbox"/> Liquor/On-Off Sale        | <input type="checkbox"/> Liquor/On-Sale Only       |
| <input type="checkbox"/> Liquor/Off-Sale Only      | <input type="checkbox"/> Entertainment/Bottle Club |
| <input type="checkbox"/> Other - Convenience Store |  |

TYPE OF OWNERSHIP:  Corporation  Partnership  Individual  
 Limited Liability Company (LLC)

\*\*\*\*\*

Investigation Completed by: Det. Kevin Hodgson

Date: 4-29-21

EXHIBIT #5

PAGE(S) - 6

**PREMISE:**

1. Type of Neighborhood:       Commercial;    Industrial;    Residential.
2. Condition:
  - a) Traffic: **Normal traffic for a business district**
  - b) Parking: **Angle parking in front of the business**
3. Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Highway):  
**Local**
4. Street Width and Profile: **Normal curb to normal crown to normal curb, 67' width**
5. Speed Limit: **20 mph, business district**
6. Average Daily Traffic Count:  
**At Norris Ave. and B St. average for 2017 was 11,167/day**
7. Accident Report at Adjacent Intersections: **No accidents in the last 6 months**
8. Analysis of Traffic Effects:  
**This is a long established business and should not affect the traffic flow for this area**
9. Ready for Operation:    Yes       No  
If no, estimated date: **June 1, 2021**
10. Type of Food Service:       Microwave    Grill    Kitchen
11. Number of Employees:      Full Time: **15**      Part Time: **10**
12. Does premise comply with legal distance from churches, schools, etc.?  
 Yes       No  
If No, specify:
13. The Business has been inspected within the last three (3) months by the City's Building Inspector.    Yes       No      (If yes, attach report)
14. The Business has been inspected within the last three (3) months by the City's Fire Department.    Yes       No      (If yes, attach report)
15. Estimated Seating Capacity: **Subject to change**
16. Estimated Number of Customers per Day: **Subject to change**

17. Hours of Operation: **Monday – Thursday 6a to 10p; Friday – Saturday 6a to 3a**

**FINANCING:**

18. Purchase Price:

19. Property/Equipment Value:

20. Previous Year's Gross Receipts:

21. Amount Financed:                      Source:

Collateral:

Co-Signers:

22. Lease Agreement:

23. Estimated Annual Payroll:

24. Estimated Gross Income:                      %Food:                      %Liquor:

**MISCELLANEOUS:**

25. Number of Licenses and Types within competitive distance:

**Citta Deli, Class C; Old Sarge's Bar, Class IB; Tequilas Mexican Grill, Class I**

26. Is another person responsible for Daily Operation? ( ) Yes (X) No

If yes, who?

(complete investigation of manager form)

**PERSONAL HISTORY:**

27. Applicant's name: **Javier Hernandez Vega**

28. Date of Birth: **10-04-1976**

29. Sex: **Male**

30. Home address: **703 West J St. McCook, NE**

31. Citizen of the United States? (X) Yes ( ) No

If Naturalized, Certificate Number:

Place: **Culiacan, Sinaloa, Mexico**

32. Proper Residence has been Established?  Yes ( ) No

If no, explain:

33. Criminal History – Has applicant been arrested and/or pled guilty to any  
( ) misdemeanor? ( ) felony? (If felony, attach detailed description.)

34. Has applicant been cited for and/or been found in violation of the Liquor Laws of the  
State of Nebraska or other State in which previously licensed?

( ) Yes ( **X** ) No (If yes, attach detailed description)

35. Has applicant had a beneficial interest in another liquor license? ( ) Yes ( **X** ) No

If yes, Name, City, Address, Type of License:

36. Records Check Made (civil history): ( ) Yes ( **X** ) No (Attach Records)

37. Investigation made of character/reputation of applicant, report details of investigation:

38. Number of Hours that will be spent by applicant at license premises each week?

**Full Time**

39. Number of hours that will be spent by applicant working in occupation other than  
licensed premises each week? **None**

41. Applicant will oversee in person the management of licensed premises? ( **X** ) Yes ( )  
No

42. Another person will be responsible for the management of the licensed premises?

( ) Yes ( **X** ) No (If yes, attach investigative report for manager)

**PERSONAL HISTORY – SPOUSE:** Not Married

43. Spouses Name:
44. Date of Birth:
45. Sex:
46. Home Address:
47. Citizen of the United States?  Yes  No  
If no, explain:
48. Proper residence has been established?  Yes  No  
If no, explain:
49. Criminal History – Has spouse been arrested and/or pled guilty to any  misdemeanor?  
 felony? (If felony, attach detailed description.)
50. Has spouse been cited for and/or been found in violation of the Liquor Laws of the State of Nebraska or other State in which previously licensed?  
 Yes  No (If yes, attach detailed description.)
51. Has spouse had a beneficial interest in another liquor license?  Yes  No  
If yes, Name, City, Address, Type of License:
52. Records check made (civil history).  Yes  No (attach records)
53. Investigation made of character/reputation of spouse, report details of investigation:
54. Number of Hours that will be spent by spouse at licensed premises each week?
55. Number of Hours that will be spent by spouse working in occupation other than license premises each week?
56. Spouse will oversee in person the management of the licensed premises?  
 Yes  No
57. Another person will be responsible for the management of the licensed premises?  
 Yes  No (If yes, attach investigative report for manager.)

**PERSONAL HISTORY – MANAGER:** No Manager

58. Manager's Name:
59. Date of Birth:
60. Sex:
61. Home Address:
62. Citizen of the United States?  Yes  No  
If Naturalized, Certificate Number:  
Place:
63. Proper residence has been established?  Yes  No  
If no, explain:
64. Criminal History – Has manager been arrested and/or pled guilty to any  
 misdemeanor?  felony? (If felony, attach detailed description.)
65. Has manager been cited for and/or found in violation of the Liquor Laws of the State of  
Nebraska or other State in which previously licensed?  
 Yes  No
66. Has manager had a beneficial interest in another liquor license?  Yes  No  
If yes, Name, City, Address, Type of License:
67. Records check made (civil history).  Yes  No (attach records)
68. Investigation made of character/reputation of manager, report details of investigation:
69. Number of Hours that will be spent by manager at licensed premises each week:
70. Number of Hours that will be spent by manager working in occupation other than  
licensed premises each week:

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: 4/23/2021

I, Clerk of (City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Javier Hernandez Vega dba Fuller's Family Restaurant
110 Norris Ave, McCook / Red Willow County, 69001

Application for Class C - 124262
45 days - 6/7/2021

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body:

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

[Blank lines for motion text]

5. Motion was made by: Seconded by:

6. Roll Call Vote:

7. Check one: The motion passed: The motion failed:

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

Clerk's name DATE

**CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING**

---

**ITEM:            3.A.**

Approve the proclamation designating the week of May 9 - 15, 2021 as "National Skilled Nursing Care Week" and authorize the Mayor to sign.

---

**BACKGROUND:**

This proclamation is being presented at the request of Hillcrest Nursing Home. Even though their request was too late for the May 3 meeting and the May 17 meeting is after the designated week, the still desired to move forward with the proclamation to honor their residents and staff for all that they have went through this past, very difficult year.

This year's theme, "Together Through the Seasons", honors the collaborative commitment of skilled nursing care facilities and their staff in providing compassionate care to their residents during this unprecedented time. Over the past year, despite the challenges of the pandemic, skilled care centers and their staff have shown an incredible and steadfast commitment to providing quality care and ensuring the safety of their residents.

Events of the week focused on this collective effort and the amazing strength and dedication of those who work tirelessly every day to care for and protect frail, elderly, and disabled adults in long term care. With each new season comes new beginnings, new strategies, and new information. Together we will get through this and together we will begin to heal.

**FISCAL  
IMPACT:**       None.

**APPROVALS:**

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

May 11, 2021

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

May 11, 2021

*Office of the Mayor  
McCook, Nebraska*

*Proclamation*

"NATIONAL SKILLED NURSING CARE WEEK"

WHEREAS, we honor and respect our elders and citizens of any age with physical or intellectual disabilities who reside in skilled nursing care centers in the City of McCook, Nebraska; and,

WHEREAS, skilled nursing care centers throughout our area held activities in observance of National Skilled Nursing Care Week, May 9 to 15, 2021, using this year's theme of "Together Through the Seasons," and,

WHEREAS, we urge all citizens to virtually visit or call a loved one, family member or friend residing in any care setting and offer a kind word and spend time participating in various virtual activities to unite those from all walks of life in need of our continuing love and support; and,

WHEREAS, our community is committed to quality health care, we take this moment to embrace the essence of the theme "Together Through the Seasons." Let's join all residents, patients, caregivers, nurses, other staff and volunteers in celebrating this special week; and,

NOW, THEREFORE, I, Michael D. Gonzales, Mayor of the City of McCook, Nebraska, declare the week of May 9 to 15, 2021, as National Skilled Nursing Care Week, a week to honor both our vulnerable citizens who receive care and the dedicated ones giving care.

Dated this 17<sup>th</sup> day of May, 2021.

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



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

ATTEST:

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



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

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

## TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

Name: Hillcrest Nursing Home (Amanda Randolph)

Address: 309 West 7th St. McCook, NE 69001

Telephone Number: 308-345-4600

Email Address: hr@hillcrestnh.org

Date of Request: 4/29/2021

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

We would like a proclamation for Hillcrest Nursing Home for National Skilled Nursing Home week.  
It starts on May 9th, 2021 and ends on May 15th, 2021.

For Administrative Purposes:

email 4/30/2021 9:00 A.M. admin@cityofmccook.com

Date Request Received: admin@cityofmccook.com Received by: 5/3/21 9:29 A.M. Lea Ann Doak

Action Taken: 5/3 - notified Ms. Randolph by email received request too late for 5/3 meeting, but would be happy to put on the 5/17 agenda

Follow-Up Needed: Prepare proclamation for the 5/17/2021 City Council meeting

Signed: Lea Ann Doak

Date: 5/11/2021



**\*\*Sample Proclamation\*\***

**National Skilled Nursing Care Week**

**May 9 - 15, 2021**

**WHEREAS** we honor and respect our elders and citizens of any age with physical or intellectual disabilities who reside in skilled nursing care centers in McCook, NE 69001 of Red Willow County; and,

**WHEREAS** skilled nursing care centers throughout our area are holding **[TAILOR e.g., virtual activity]** in observance of National Skilled Nursing Care Week, May 9 to 15, 2021, using this year's theme of "Together Through the Seasons," and,

**WHEREAS** I urge all citizens to virtually visit or call a loved one, family member or friend residing in any care setting and offer a kind word and spend time participating in various virtual activities to unite those from all walks of life in need of our continuing love and support; and,

**WHEREAS** my administration is committed to quality health care, we take this moment to embrace the essence of the theme "Together Through the Seasons." Let's join all residents, patients, caregivers, nurses, other staff and volunteers in celebrating this special week; and,

**THEREFORE**, do I, **[NAME of official]**, as **[TITLE of mayor, supervisor, etc.]** of **[NAME of city, town etc.]**, declare the week of May 9 to 15, 2021, as National Skilled Nursing Care Week, a week to honor both our vulnerable citizens who receive care and the dedicated ones giving care.

**###**

**CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING**

---

**ITEM:            3.B.**

**RECOMMENDATION:**

**APPROVE THE PROCLAMATION DESIGNATING THE WEEK OF MAY 16 - 22, 2021 AS "NATIONAL PUBLIC WORKS WEEK" AND AUTHORIZE THE MAYOR TO SIGN.**

---

**BACKGROUND:**

In 1960, the American Public Works Association started a public information campaign to make the general public more aware of the work Public Works Departments did, to educate the public on the importance of public works to their daily lives: planning, building, managing and operating at the heart of their local communities to improve everyday quality of life, as well as promote the "often-unsung heroes" of our society, the professionals who serve the public every day with quiet dedication.

The 2021 National Public Works Week theme is "Stronger Together". This year we challenge our citizens to think about the role public works plays in creating a great place to live. By working together, the impact citizens and public works professionals can have on their communities is magnified and results in the ability to accomplish goals once thought unattainable.

Public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of McCook. Public works in McCook includes providing infrastructure services in transportation, stormwater infrastructure, public buildings and spaces, airports, parks, ballparks, swimming pools, cemeteries and grounds, solid waste collection and disposal, Recycling and right-of-way management.

In McCook, Public Works includes the following departments:

**Street**, including highways and right of way maintenance within the City limits (5 FT employees including the Public Works Director)

**Cemetery**, (2 FT employees)

**Parks**, including all parks as well as other City owned properties (2 FT employees)

**Ballparks**, including the Jaycees ball complex and Felling Field (1 FT employee)

**Swimming Pool** (Seasonal employees)

**Airport** (1 FT employee)

**Recycling** (1 FT employee)

**Solid Waste Collection**(Residential) (4 FT employees)

**Transfer Station** (3 FT employees)

**Solid Waste Hauling** (2 FT employees)

As shown above, the Public Works Department consists of a total of 21 employees. These employees have over 380 years of experience with the City. This is an average of over 18 years of service to the City per employee.

**FISCAL**

**IMPACT:** None.

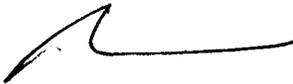
**RECOMMENDATION:**

**APPROVE THE PROCLAMATION DESIGNATING THE WEEK OF MAY 16 - 22, 2021 AS "NATIONAL PUBLIC WORKS WEEK" AND AUTHORIZE THE MAYOR TO SIGN.**

**APPROVALS:**

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

May 3, 2021

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

May 3, 2021

Office of the Mayor  
McCook, Nebraska

# Proclamation

## "NATIONAL PUBLIC WORKS WEEK"

**WHEREAS**, public works services provided in our community are an integral part of our community members' everyday lives and are designed to protect and enhance our human environment; and

**WHEREAS**, public works provide the physical infrastructure we must have for social and economic development, representing the investment of our tax money in our own future; and

**WHEREAS**, public works employees plan for, build and maintain some of our country's most valued assets, such as streets and highways, cemeteries, parks, ballparks, swimming pools, airports, public buildings, and solid waste collection; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design and construction is vitally dependent upon the efforts and skill of public works officials who keep our communities livable and economically vibrant; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the City of McCook, Nebraska hereby proclaim the week of May 16 through 22, 2021 as

### "National Public Works Week"

and call upon all community members and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

Dated this 17<sup>th</sup> day of May, 2021.



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

\_\_\_\_\_  
Michael Gonzales, Mayor

ATTEST:

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

CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING

---

ITEM # 3.C.

RECOMMENDATION:

Approve the proclamation designating May 16 – 22, 2021 as Emergency Medical Services Week and authorize the Mayor to sign.

---

BACKGROUND:

National Emergency Medical Services (EMS) Week brings together local communities and medical personnel to publicize safety and honor the dedication of those who provide the day-to-day lifesaving services of medicine's "front line."

The theme for EMS Week 2021 is: ***This is EMS: Caring for Our Communities.*** The annual campaign recognizes the heroes who provide emergency medical services in communities across the country and takes place May 16 – 21 this year.

The COVID-19 pandemic continues to test EMS professionals like never before. EMTs, paramedics and other frontline workers are rising to the challenge, and each has a crucial role in responding to the public health crisis of our lifetime. National EMS Week is a time to recognize and honor EMS professionals for their tireless dedication to their communities – not just during this pandemic but every day.

Throughout the pandemic, EMS has been on the front lines, caring for the sickest COVID-19 patients and participating in other COVID-19 related assignments. EMS Weeks is a chance for communities to come together and express their gratitude for EMS practitioners. Our nation's paramedics and EMTs, as well as their families, have been through so much. Recognizing their service and sacrifices is an important step in healing and recovery from the stress and intensity of the past year.

FISCAL  
IMPACT:       None

RECOMMENDATION:

Approve the proclamation designating May 16 – 22, 2021 as Emergency Medical Services Week and authorize the Mayor to sign.

APPROVALS:

  
\_\_\_\_\_  
Marc A. Harpham, Fire Chief

7 MAY 2021  
Date

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

May 10, 2021  
Date

Office of the Mayor  
McCook, Nebraska  
Proclamation

"2020 EMERGENCY MEDICAL SERVICES WEEK"

- WHEREAS, emergency medical services is a vital public service; and
- WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and
- WHEREAS, emergency medical services system consist of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and
- WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

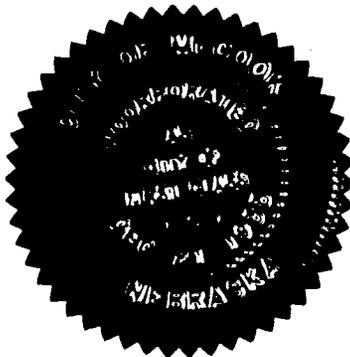
NOW, THEREFORE, I, Michael Gonzales, Mayor of the City of McCook, Nebraska, in recognition of this event do hereby proclaim the week of May 17 - 23, 2020, as

EMERGENCY MEDICAL SERVICES WEEK

with the EMS Strong theme, *THIS IS EMS: Caring for our Communities*, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Dated this 17<sup>th</sup> day of May, 2021.

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



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

ATTEST:

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

**CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING**

---

**ITEM:**      4.A.

Approve the minutes of the April 19, 2021 regular City Council meeting.

---

**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**      None.

**APPROVALS:**

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

May 10, 2021

McCook City Council  
May 3, 2021  
5:30 P.M. Central

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

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

Absent: City Attorney Mustion.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 29, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

**1. Announcements & Recognitions.**

City Manager Schneider informed the Council that a Planning Commission meeting is scheduled for May 10 and that staff did receive a "Topic for Consider for City Council Agenda" from Hillcrest Nursing Home for a proclamation, which will be included on the May 17 agenda.

Utilities Director Dutcher recognized Pat Fawver and Jarrod Doyle who completed the training and successfully passed the exam for their Grade III Water Operator license. He informed the Council that there were no deficiencies found in the recent Routine Sanitary Survey completed by the Nebraska Department of Health and Human Services Drinking Water Division. Adding, we got a clean bill of health for the first time, he thanked his staff for making that possible.

Public Works Director informed the Council that the City of McCook will be hosting a CRT amnesty event for TVs and other electronics at the Transfer Station on May 22, 2021 from 8:00 A.M. to noon. A complete list of what will be accepted is available at the website [www.RecycleYourOldTV.org](http://www.RecycleYourOldTV.org).

**2. Proclamations.**

- 2.A. Approve the proclamation designating May 15 "Police Officers Memorial Day" and the week of May 9-15, 2021 as "Police Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating May 15 "Police Officers Memorial Day" and the week of May 9-15, 2021 as "Police Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

- 2.B. Approve and authorize the Mayor to sign a proclamation declaring the week of May 2 through 8, 2021 as "Drinking Water Week."

Motion to approve and authorize the Mayor to sign a proclamation declaring the week of May 2 through 8, 2021 as "Drinking Water Week." This motion, made by Weedin and seconded by Calvin, passed.

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

### **3. Consent Agenda.**

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

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

- 3.A. Approve the minutes of the April 19, 2021 regular City Council meeting.

- 3.B. Ratify the Mayor's appointments to the Economic Development Plan Loan Committee - appoint Aaron Peterson to replace Kent Kilpatrick - term expired March 2025; the Library Advisory Board - reappoint Mary Dueland and Kevin Cochran - terms expire June 2025; and to the Board of Health - reappoint Nate Schneider, Joel Smith, Mike Gonzales, Dr. Jason Blomstedt, and Mary Beth Eisenmenger - terms expire June 2022.

### **4. Regular Agenda.**

- 4.A. Receive and file a request from Habitat for Humanity to consider future development of 1107 West 4th Street.

Kent Been, McCook Habitat for Humanity coordinator asked the Council to consider the possibility of them buying at a discounted price or using the property at 1107 W 4<sup>th</sup> for construction of a new residential home,

City Manager Schneider reviewed the following information from his City Manager's Report: "In 2018, a fire occurred at 1107 West 4th Street. The property was badly damaged and the property

was declared unsafe and staff took the required steps to notify the property owner, and other potential interested parties, of the unsafe building determination. After all appropriate steps were taken, Staff moved forward with the demolition of the property. A special assessment was issued against the property for the costs associated with the demolition. The property has remained abandoned for approximately two years. The special assessment cannot be foreclosed upon until December of 2021. The total amount of the special assessment is \$15,326.50. This sum represents the amount of money the City of McCook spent to remove the unsafe building. A special assessment foreclosure would require the City of McCook to file an application in the Red Willow County District Court. An order would be issued by the District Court allowing the property to be sold. At the end of the foreclosure process, a sheriff's sale would take place, at which time the City's special assessment amount would be the default bid of the City of McCook. If there are no bids that exceed the City's special assessment, the property would become the City of McCook's."

The Council requested that the Staff bring back where the assessed costs we paid from - were taxpayer dollars utilized, before they made a decision on selling the property.

4.B. Confirm and ratify an Emergency Purchase of a 2016 used dump truck for the Water Department.

Motion to confirm and ratify an Emergency Purchase of a 2016 used dump truck for the Water Department. This motion, made by Calvin and seconded by Gonzales, passed.

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

YEA: 5, NAY: 0

4.C. Receive and file the City of McCook Application for Appointment to Board, Commission or Committee.

The Council reviewed the proposed application for Appointment to Board, Commission or Committee and recommended that it be noted on the application that on some boards it is not necessary to be a resident of McCook. The application will be placed on the city website and will also be available on the City Office.

Mayor Gonzales noted that currently there are openings on the Parks Advisory Board, the Tree Advisory Board, and the Economic Development Plan Citizen's Advisory Review Committee. The application will be placed on the city website and will also be available on the City Office.

4.D. Council Comments.

Mayor Gonzales stated that the Arbor Day celebration held at Memorial Park Cemetery was very well attended and it was nice to honor Tree Advisory Board member Cloyd Clark who recently passed away and he noted that this passed weekend was very busy in McCook, it is nice to see things opening back up.

**Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:10 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING**

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**ITEM: 4.B.**

Receive and file the Financial Report for the period ending April 30, 2021.

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**BACKGROUND:**

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2020, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on April 30, 2021.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. That is why the Ending Cash Balance in the Primary Operating Account is (\$344,017.00), issued checks had not yet cleared the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance.

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

Attachment B gives the ending cash balances by fund as of April 30, 2021.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending April 30, 2021.

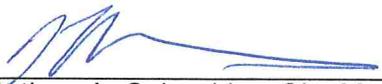
Staff is always available to address any questions that the Council may have. The Department Heads receive monthly financial reports and it is their responsibility to monitor their individual budgets. It is the bottom-line per department that is monitored. If they go over on a line item, that must adjust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

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

May 6, 2021

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

May 6, 2021

# ATTACHMENT

A

City of McCook, Nebraska  
 TREASURER'S REPORT  
 Period Ending April 30, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020			
McCook National Bank - Public Funds	\$	14,419,303.57	
McCook National Bank - Primary Operating	\$	(134,542.01)	
McCook National Bank - LB840 Funds	\$	738,340.70	
McCook National Bank - Payroll	\$	1,175.00	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	900.00	
NDEQ Irrevocable Escrow	\$	82,306.96	
McCook National Bank - Pension	\$	9,079.94	
<b>TOTAL BEGINNING CASH</b>			<b>\$ 15,126,622.09</b>
Receipts:			
Taxes	\$	2,695,225.76	
Fees, Permits and Licenses	\$	323,576.05	
Intergovernmental Services	\$	1,925,035.51	
Charges - Current Services	\$	1,029,371.34	
Public Utilities	\$	2,154,138.60	
Use of Money & Property	\$	1,184,384.34	
Interfund Transfers	\$	2,557,331.92	
Other Revenue	\$	850,388.78	
Unapplied/Accounts Payable	\$	825.28	
<b>PLUS TOTAL RECEIPTS</b>			<b>\$ 12,720,277.58</b>
Disbursements:			
Personal Services	\$	3,807,222.47	
Supplies	\$	683,402.31	
Services & Charges	\$	4,202,972.48	
Budget Transfers	\$	1,725,886.83	
Capital Outlay	\$	1,053,323.49	
Unapplied/Accounts Payable	\$	63,984.37	
<b>MINUS TOTAL DISBURSEMENTS</b>			<b>\$ 11,536,791.95</b>
Ending Cash Balance April 30, 2021			
McCook National Bank - Public Funds	\$	15,632,465.22	
McCook National Bank - Primary Operating	\$	(344,017.00)	
McCook National Bank - LB840 Funds	\$	913,097.60	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	900.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	83,529.74	
McCook National Bank - Pension	\$	13,074.23	
<b>TOTAL ENDING CASH</b>	<b>\$</b>	<b>16,310,107.72</b>	<b>\$ 16,310,107.72</b>

Dated: April 30, 2021

-s- Lea Ann Doak, City Clerk

# ATTACHMENT B

City of McCook, Nebraska  
 TREASURER'S REPORT  
 CASH BALANCE BY FUNDS  
 Period Ending April 30, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 2,536,229.33	\$ 4,523,179.60	\$ 4,537,915.03	\$ 2,521,493.90
General Fund Unapplied/Accts. Payable	\$ 7,998.28	\$ 825.58	\$ 5,353.86	\$ 3,470.00
Street Fund - 15	\$ 211,332.95	\$ 160,860.14	\$ -	\$ 372,193.09
Special Revenue - 20	\$ 804,088.95	\$ 889,584.59	\$ 118,840.53	\$ 1,574,833.01
Special Revenue Unapplied/Accts. Payable	\$ 66.40		\$ 66.40	\$ -
Debt Service - 30	\$ 359,100.25	\$ 36,524.82	\$ -	\$ 395,625.07
Community Redevelopment Authority - 40	\$ 66,494.36	\$ 45,048.34	\$ 10,850.94	\$ 100,691.76
Economic Development Fund - 45	\$ 738,340.70	\$ 304,021.11	\$ 129,264.20	\$ 913,097.61
Pension Trust - 50	\$ 9,079.94	\$ 15,004.10	\$ 11,009.81	\$ 13,074.23
Trust & Agency - 60	\$ 294,670.10	\$ 86,370.11	\$ 82,508.04	\$ 298,532.17
Internal Service Fund - 65	\$ 576,603.43	\$ 1,264,506.56	\$ 1,272,731.59	\$ 568,378.40
Enterprise Fund - 70	\$ 8,665,703.58	\$ 5,039,455.62	\$ 5,063,640.49	\$ 8,641,518.71
Enterprise Fund Unapplied/Accts. Payable	\$ 58,564.41	\$ (0.30)	\$ 58,564.11	\$ -
Capital Improvement - 80	\$ 798,349.41	\$ 354,897.31	\$ 246,046.95	\$ 907,199.77
<b>BALANCES</b>	<b>\$ 15,126,622.09</b>	<b>\$ 12,720,277.58</b>	<b>\$ 11,536,791.95</b>	<b>\$ 16,310,107.72</b>

Dated: April 30, 2021

-s- Lea Ann Doak, City Clerk



# ATTACHMENT C

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: APRIL 30TH, 2021

-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>VENUE SUMMARY</b>							
GENERAL REVENUE	8,573,513	8,573,513	733,127.85	4,351,255.50	3,681,235.25	4,222,257.50	49.25
RESERVES/CO TREASURER BAL	<u>1,490,232</u>	<u>1,490,232</u>	<u>10,500.00</u>	<u>171,924.10</u>	<u>73,500.00</u>	<u>1,318,307.90</u>	<u>88.46</u>
TOTAL REVENUES	<u>10,063,745</u>	<u>10,063,745</u>	<u>743,627.85</u>	<u>4,523,179.60</u>	<u>3,754,735.25</u>	<u>5,540,565.40</u>	<u>55.05</u>
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	625,880	625,880	47,957.80	325,742.25	329,751.88	300,137.75	47.95
PUBLICITY	7,750	7,750	199.74	2,126.24	2,939.56	5,623.76	72.56
AUDITORIUM	45,640	45,640	1,848.86	26,033.32	58,556.93	19,606.68	42.96
COUNCIL	645,785	645,785	29,347.94	251,780.68	220,828.74	394,004.32	61.01
POLICE	1,776,104	1,776,104	122,158.91	984,102.45	1,010,412.24	792,001.55	44.59
MUNICIPAL CENTER	106,519	106,519	4,081.51	61,238.09	62,044.91	45,280.91	42.51
FIRE	1,367,701	1,367,701	73,722.63	878,673.80	711,259.87	489,027.20	35.76
AMBULANCE	162,392	162,392	11,250.75	101,195.66	97,243.75	61,196.34	37.68
CIVIL DEFENSE	14,613	14,613	196.57	4,514.79	57,914.01	10,098.21	69.10
BUILDING & ZONING	84,142	84,142	5,965.66	47,073.64	47,748.84	37,068.36	44.05
LIBRARY	348,537	348,537	23,006.96	191,050.45	211,823.78	157,486.55	45.19
STREET	1,200,411	1,200,411	61,512.63	569,318.26	507,920.13	631,092.74	52.57
CEMETERY	199,736	199,736	17,471.15	106,434.99	109,980.78	93,301.01	46.71
PARKS	221,148	221,148	13,102.87	95,979.42	134,571.83	125,168.58	56.60
BALL PARKS	122,427	122,427	8,201.54	57,604.82	76,231.14	64,822.18	52.95
POOL	98,559	98,559	940.62	4,278.31	15,873.50	94,280.69	95.66
AIRPORT	168,078	168,078	13,291.00	89,328.20	88,631.29	78,749.80	46.85
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	15,000	15,000	913.22	4,846.93	3,458.18	10,153.07	67.69
SENIOR CENTER	415,348	415,348	29,509.17	215,471.82	221,184.42	199,876.18	48.12
PUBLIC TRANSPORTATION	163,435	163,435	12,455.60	91,084.91	91,535.05	72,350.09	44.27
HEALTH OPERATING	706,000	706,000	58,833.00	411,831.00	341,866.00	294,169.00	41.67
RESERVES/CO TREASURER BAL	<u>465,232</u>	<u>465,232</u>	<u>13,395.00</u>	<u>18,205.00</u>	<u>190,169.01</u>	<u>447,027.00</u>	<u>96.09</u>
TOTAL EXPENDITURES	<u>8,970,437</u>	<u>8,970,437</u>	<u>549,363.13</u>	<u>4,537,915.03</u>	<u>4,591,945.84</u>	<u>4,432,521.97</u>	<u>49.41</u>
VENUES OVER/(UNDER) EXPENDITURES	1,093,308	1,093,308	194,264.72	( 14,735.43)	( 837,210.59)	1,108,043.43	101.35

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: APRIL 30TH, 2021

-STREET FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>VENUE SUMMARY</u>							
STREET IMPROVEMENTS	361,295	361,295	47.00	160,860.14	154,126.12	200,434.86	55.48
TOTAL REVENUES	361,295	361,295	47.00	160,860.14	154,126.12	200,434.86	55.48
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	361,295	361,295	0.00	0.00	32,816.86	361,295.00	100.00
TOTAL EXPENDITURES	361,295	361,295	0.00	0.00	32,816.86	361,295.00	100.00
<hr/>							
VENUES OVER/(UNDER) EXPENDITURES	0	0	47.00	160,860.14	121,309.26 (	160,860.14)	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: APRIL 30TH, 2021

-SPECIAL REVENUE  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>VENUE SUMMARY</b>							
FAA GRANTS	16,354	16,354	0.00	86,666.84	1,096,540.49 (	70,312.84)	429.94-
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	9.00	19,711.00	20,211.00	32,520.00	62.26
MCCOOK RECREATIONAL TRAIL	53,979	53,979	7.00	53.00	477.00	53,926.00	99.90
COVID-19 CARES ACT	0	0	92.00	729,240.12	0.00 (	729,240.12)	0.00
ENHANCED E911	237,878	237,878	2,557.00	13,883.81	19,542.39	223,994.19	94.16
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	137,500.00	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	55.00	7,213.40	3,647.00	418,665.60	98.31
PSAP FUNDS	112,752	112,752	4,687.06	32,816.42	33,572.42	79,935.58	70.90
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
DOWNTOWN REVITAL - CDBG	0	0	0.00	0.00	0.00	0.00	0.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
TAL REVENUES	1,004,500	1,004,500	7,407.06	889,584.59	1,311,490.30	114,915.41	11.44
<b>EXPENDITURES</b>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	16,354	16,354	0.00	66.00	1,130,438.77	16,288.00	99.60
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	0.00	1,117.80	23,072.00	51,113.20	97.86
MCCOOK RECREATIONAL TRAIL	53,979	53,979	0.00	0.00	0.00	53,979.00	100.00
COVID-19 CARES ACT	0	0	0.00	4,532.34	0.00 (	4,532.34)	0.00
ENHANCED E911	237,878	237,878	6,542.48	77,018.20	36,097.57	160,859.80	67.62
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	85,252.10	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	0.00	6,793.40	0.00	419,085.60	98.40
PSAP FUNDS	112,752	112,752	10,910.25	29,312.79	16,661.66	83,439.21	74.00
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
DOWNTOWN REVITAL - CDBG	0	0	0.00	0.00	0.00	0.00	0.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
TAL EXPENDITURES	1,004,500	1,004,500	17,452.73	118,840.53	1,291,522.10	885,659.47	88.17
VENUES OVER/(UNDER) EXPENDITURES	0	0 (	10,045.67)	770,744.06	19,968.20 (	770,744.06)	0.00

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: APRIL 30TH, 2021

-DEBT SERVICE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>VENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	50.00	36,524.82	10,723.80	328,197.18	89.99
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TAL REVENUES	364,722	364,722	50.00	36,524.82	10,723.80	328,197.18	89.99
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TAL EXPENDITURES	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
	=====	=====	=====	=====	=====	=====	=====
VENUES OVER/(UNDER) EXPENDITURES	0	0	50.00	36,524.82	10,723.80	( 36,524.82)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: APRIL 30TH, 2021

-COMMUNITY DEVELOPMENT  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>VENUE SUMMARY</b>							
KEYSTONE BUS CENTER PROJ	31,000	31,000	757.14	1,514.28	771.51	29,485.72	95.12
CITY INVESTMENTS	66,468	66,468	9.00	5,961.00	573.00	60,507.00	91.03
NORTH POINTE	25,000	25,000	1,513.87	7,122.86	7,430.85	17,877.14	71.51
CLARY VILLAGE LLC	9,500	9,500	228.86	457.72	233.20	9,042.28	95.18
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	1,385.49	2,770.98	1,411.78	57,229.02	95.38
QUILLAN COURTS	15,000	15,000	174.08	11,199.10	177.37	3,800.90	25.34
MCCOOK LODGING/HOLIDAY I	134,000	134,000	2,517.07	5,034.14	2,445.07	128,965.86	96.24
NEXT GENERATION	150,000	150,000	5,494.13	10,988.26	2,934.86	139,011.74	92.67
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TAL REVENUES	887,468	887,468	12,079.64	45,048.34	15,977.64	842,419.66	94.92

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	66,468	66,468	0.00	0.00	0.00	66,468.00	100.00
NORTH POINTE	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	0.00	0.00	9,500.00	100.00
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	10,850.94	0.00	4,149.06	27.66
MCCOOK LODGING/HOLIDAY I	134,000	134,000	0.00	0.00	0.00	134,000.00	100.00
NEXT GENERATION	150,000	150,000	0.00	0.00	0.00	150,000.00	100.00
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TAL EXPENDITURES	887,468	887,468	0.00	10,850.94	0.00	876,617.06	98.78
VENUES OVER/(UNDER) EXPENDITURES	0	0	12,079.64	34,197.40	15,977.64	( 34,197.40)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: APRIL 30TH, 2021

-ECONOMIC DEVELOPMENT FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>VENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	37,553.24	304,021.11	281,635.78	865,612.89	74.01
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TAL REVENUES	1,169,634	1,169,634	37,553.24	304,021.11	281,635.78	865,612.89	74.01
=====							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	11,107.00	129,264.20	367,959.94	1,040,369.80	88.95
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TAL EXPENDITURES	1,169,634	1,169,634	11,107.00	129,264.20	367,959.94	1,040,369.80	88.95
=====							
VENUES OVER/(UNDER) EXPENDITURES	0	0	26,446.24	174,756.91	( 86,324.16)	( 174,756.91)	0.00

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: APRIL 30TH, 2021

-PENSION TRUST  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>VENUE SUMMARY</u>							
POLICE OFFICER DISABILIT	<u>24,079</u>	<u>24,079</u>	<u>0.56</u>	<u>15,004.10</u>	<u>6,879.14</u>	<u>9,074.90</u>	<u>37.69</u>
TAL REVENUES	<u>24,079</u>	<u>24,079</u>	<u>0.56</u>	<u>15,004.10</u>	<u>6,879.14</u>	<u>9,074.90</u>	<u>37.69</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	<u>24,079</u>	<u>24,079</u>	<u>1,572.83</u>	<u>11,009.81</u>	<u>7,864.15</u>	<u>13,069.19</u>	<u>54.28</u>
TAL EXPENDITURES	<u>24,079</u>	<u>24,079</u>	<u>1,572.83</u>	<u>11,009.81</u>	<u>7,864.15</u>	<u>13,069.19</u>	<u>54.28</u>
	=====	=====	=====	=====	=====	=====	=====
VENUES OVER/(UNDER) EXPENDITURES	0	0	( 1,572.27)	3,994.29	( 985.01)	( 3,994.29)	0.00

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: APRIL 30TH, 2021

-AGENCY FUND  
 NANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>VENUE SUMMARY</u>							
PERPETUAL CARE	153,017	153,017	469.00	3,295.00	2,603.00	149,722.00	97.85
SENIOR CENTER CONTRIBUTIO	80,565	80,565	234.00	9,614.25	5,773.00	70,950.75	88.07
SCHOOL	8,050	8,050	700.00	6,290.00	7,260.00	1,760.00	21.86
FIRE CONTRIBUTIONS	4,563	4,563	249.60	485.20	20.00	4,077.80	89.37
LIBRARY MEMORIAL	45,611	45,611	40.00	8,135.00	9,825.00	37,476.00	82.16
COMMUNITY BETTERMENT	68,572	68,572	11,657.37	54,922.77	65,633.75	13,649.23	19.90
DARE CONTRIBUTIONS	3,073	3,073	0.00	400.00	0.00	2,673.00	86.98
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	0.00	5,000.00	6,266.00	100.00
AMBULANCE CONTRIBUTIONS	10,767	10,767	120.00	1,910.00	1,762.50	8,857.00	82.26
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	1,297.89	1,317.89	1,777.06	1,922.11	59.32
TAL REVENUES	387,740	387,740	14,767.86	86,370.11	99,654.31	301,369.89	77.72

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	153,017	153,017	0.00	0.00	2,075.00	153,017.00	100.00
SENIOR CENTER CONTRIBUTIO	80,565	80,565	0.00	12,555.88	4,082.87	68,009.12	84.42
SCHOOL	8,050	8,050	4,850.00	5,590.00	5,574.28	2,460.00	30.56
FIRE CONTRIBUTIONS	4,563	4,563	0.00	0.00	585.41	4,563.00	100.00
LIBRARY MEMORIAL	45,611	45,611	126.18	15,679.24	4,401.03	29,931.76	65.62
COMMUNITY BETTERMENT	68,572	68,572	10,345.00	46,140.00	73,919.09	22,432.00	32.71
DARE CONTRIBUTIONS	3,073	3,073	0.00	1,061.04	2,072.02	2,011.96	65.47
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	0.00	1,590.81	6,266.00	100.00
AMBULANCE CONTRIBUTIONS	10,767	10,767	0.00	0.00	2,871.10	10,767.00	100.00
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	1,297.89	1,481.88	7,321.40	1,758.12	54.26
TAL EXPENDITURES	387,740	387,740	16,619.07	82,508.04	104,493.01	305,231.96	78.72
VENUES OVER/(UNDER) EXPENDITURES	0	0	( 1,851.21)	3,862.07	( 4,838.70)	( 3,862.07)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: APRIL 30TH, 2021

-INTERNAL SERVICE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>VENUE SUMMARY</b>							
FLEX DEPENDENT CARE	12,930	12,930	230.78	2,192.37	1,884.65	10,737.63	83.04
FLEX - MEDICAL	65,892	65,892	2,616.38	19,679.37	24,268.80	46,212.63	70.13
SELF INSURED HEALTH INSUR	<u>2,456,444</u>	<u>2,456,444</u>	<u>168,664.87</u>	<u>1,242,634.82</u>	<u>1,131,472.56</u>	<u>1,213,809.18</u>	<u>49.41</u>
TAL REVENUES	<u>2,535,266</u>	<u>2,535,266</u>	<u>171,512.03</u>	<u>1,264,506.56</u>	<u>1,157,626.01</u>	<u>1,270,759.44</u>	<u>50.12</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	12,930	12,930	300.00	3,214.14	1,439.86	9,715.86	75.14
FLEX - MEDICAL	65,892	65,892	3,690.38	20,524.28	31,444.01	45,367.72	68.85
SELF INSURED HEALTH INSUR	<u>2,456,444</u>	<u>2,456,444</u>	<u>232,651.95</u>	<u>1,248,993.17</u>	<u>1,211,999.95</u>	<u>1,207,450.83</u>	<u>49.15</u>
TAL EXPENDITURES	<u>2,535,266</u>	<u>2,535,266</u>	<u>236,642.33</u>	<u>1,272,731.59</u>	<u>1,244,883.82</u>	<u>1,262,534.41</u>	<u>49.80</u>
	=====	=====	=====	=====	=====	=====	=====
VENUES OVER/(UNDER) EXPENDITURES	0	0	( 65,130.30)	( 8,225.03)	( 87,257.81)	8,225.03	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: APRIL 30TH, 2021

-ENTERPRISE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>VENUE SUMMARY</u>							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	275,800	275,800	6,040.16	45,638.69	44,020.16	230,161.31	83.45
SOLID WASTE - COLLECTION	893,138	893,138	66,756.62	470,506.30	469,087.69	422,631.70	47.32
SOLID WASTE - TRANSFER ST	1,083,142	1,083,142	91,089.97	559,069.61	580,926.86	524,072.39	48.38
LANDFILL RESERVE	706,417	706,417	6,335.00	44,375.00	49,032.00	662,042.00	93.72
SOLID WASTE - DISPOSAL	344,346	344,346	26,003.73	162,713.09	210,140.67	181,632.91	52.75
WATER MAINTENANCE & OPERA	4,083,602	4,083,602	127,339.12	1,349,042.58	1,180,927.05	2,734,559.42	66.96
WATER BOND & INTEREST RED	1,325,704	1,325,704	36,524.00	313,093.37	327,000.37	1,012,610.63	76.38
WATER CAPITAL - REPLACEME	2,647,667	2,647,667	27,260.00	191,013.00	208,761.00	2,456,654.00	92.79
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,240	170,240	28.40	213.74	966.78	170,026.26	99.87
SEWER MAINTENANCE & OPERA	2,341,339	2,341,339	108,648.59	877,751.41	831,476.11	1,463,587.59	62.51
SEWER BOND & INTEREST RES	122,066	122,066	193.00	296.00	20,961.48	121,770.00	99.76
SEWER CAPITAL - REPLACEME	1,430,584	1,430,584	35,825.00	250,787.00	256,557.00	1,179,797.00	82.47
SEWER CAPITAL - DEVELOPME	1,357	1,357	0.00	0.00	12.00	1,357.00	100.00
SEWER - PHASE III AMMONIA	0	0	0.00	0.00	0.00	0.00	0.00
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	1,305,000	1,305,000	106,561.91	774,955.83	771,178.43	530,044.17	40.62
TAL REVENUES	17,430,727	17,430,727	638,605.50	5,039,455.62	4,951,047.60	12,391,271.38	71.09

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>EXPENDITURES SUMMARY</u>							
SOLID WASTE-LANDFILL POST	14,550	14,550	3,380.59	3,857.56	8,210.13	10,692.44	73.49
SOLID WASTE - RECYCLING	293,699	293,699	8,015.85	63,022.12	64,990.12	230,676.88	78.54
SOLID WASTE - COLLECTION	893,138	893,138	60,652.06	463,989.94	463,666.49	429,148.06	48.05
SOLID WASTE - TRANSFER ST	1,050,693	1,050,693	82,794.72	524,239.67	608,929.42	526,453.33	50.11
LANDFILL RESERVE	706,417	706,417	0.00	0.00	127,395.00	706,417.00	100.00
SOLID WASTE - DISPOSAL	344,346	344,346	27,253.73	163,963.09	210,140.67	180,382.91	52.38
WATER MAINTENANCE & OPERA	4,083,602	4,083,602	196,475.34	1,248,164.53	1,326,932.34	2,835,437.47	69.43
WATER BOND & INTEREST RED	1,325,704	1,325,704	367,636.25	459,469.07	616,567.07	866,234.93	65.34
WATER CAPITAL - REPLACEME	2,647,667	2,647,667	0.00	178,313.35	42,107.90	2,469,353.65	93.27
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,240	170,240	0.00	0.00	250.00	170,240.00	100.00
SEWER MAINTENANCE & OPERA	2,341,339	2,341,339	88,528.66	698,721.83	800,654.63	1,642,617.17	70.16
SEWER BOND & INTEREST RES	122,066	122,066	0.00	0.00	0.00	122,066.00	100.00
SEWER CAPITAL - REPLACEME	1,430,584	1,430,584	314,658.75	484,943.50	23,714.78	945,640.50	66.10
SEWER CAPITAL - DEVELOPME	1,357	1,357	0.00	0.00	0.00	1,357.00	100.00
SEWER - PHASE III AMMONIA	0	0	0.00	0.00	0.00	0.00	0.00
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	1,305,000	1,305,000	106,561.91	774,955.83	771,178.43	530,044.17	40.62
TAL EXPENDITURES	17,430,727	17,430,727	1,255,957.86	5,063,640.49	5,064,736.98	12,367,086.51	70.95
VENUES OVER/(UNDER) EXPENDITURES	0	0	( 617,352.36)	( 24,184.87)	( 113,689.38)	24,184.87	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: APRIL 30TH, 2021

-CAPITAL IMPROVEMENTS FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>VENUE SUMMARY</u>							
CAPITAL IMPROVE 2018	957,978	957,978	50,639.33	354,411.31	433,836.95	603,566.69	63.00
CAPITAL IMPROVE PRE 2018	<u>419,388</u>	<u>419,388</u>	<u>61.00</u>	<u>486.00</u>	<u>6,613.00</u>	<u>418,902.00</u>	<u>99.88</u>
TAL REVENUES	<u>1,377,366</u>	<u>1,377,366</u>	<u>50,700.33</u>	<u>354,897.31</u>	<u>440,449.95</u>	<u>1,022,468.69</u>	<u>74.23</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
CAPITAL IMPROVE 2018	957,978	957,978	0.00	150,504.55	504,889.69	807,473.45	84.29
CAPITAL IMPROVE PRE 2018	<u>419,388</u>	<u>419,388</u>	<u>64,378.55</u>	<u>95,542.40</u>	<u>131,031.41</u>	<u>323,845.60</u>	<u>77.22</u>
TAL EXPENDITURES	<u>1,377,366</u>	<u>1,377,366</u>	<u>64,378.55</u>	<u>246,046.95</u>	<u>635,921.10</u>	<u>1,131,319.05</u>	<u>82.14</u>
	=====	=====	=====	=====	=====	=====	=====
VENUES OVER/(UNDER) EXPENDITURES	0	0	( 13,678.22)	108,850.36	( 195,471.15)	( 108,850.36)	0.00

**CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING**

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**ITEM:**        4.C.

Approve the application for a Special Designated Liquor License submitted by HoJo's Hideaway - Howard Johnson, Liquor License #CK-69997, for a reception to be held at McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on June 19, 2021 from 5:00 P.M. to 1:00 A.M.

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**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. Approval of this request is also approving consumption of alcohol in the auditorium.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

May 10, 2021

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

May 10, 2021

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

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

HOJ's Hideaway, Howard Johnson  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
202 Center Street Holbrook, NE 68948  
Retail Liquor License Address or Non-Profit Business Address  
CK 69997  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 6/19/21  
Event Start Time(s): 5pm  
Event End Time(s): 1am

Alternate Date: \_\_\_\_\_  
Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: McCook City Auditorium  
Event Street Address/City: 302 W. 5th McCook NE 69001

Indoor area to be licensed in length & width: 200 x 200  
Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)

Type of Event: Reception Estimate # of attendees: 150  
Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Shelley Johnson Event Contact Phone Number: (308) 655-0465  
Event Contact Email: shelley6969@atcjet.net

\*Signature Authorized Representative: [Signature] Printed Name Howard Johnson

*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**  
**MAY 17, 2021 MCCOOK CITY COUNCIL MEETING**

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**ITEM 4.D.** Approve the State of Nebraska Department of Economic Development Civic and Community Center Financing Fund Assistance Award Contract No. 21-03-088 and authorize the Mayor to sign.

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**BACKGROUND:**

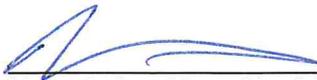
The City of McCook has been deemed eligible for grant assistance pursuant to the Nebraska Civic and Community Center Financing Act. Per the proposed agreement, the Department of Economic Development will disburse funds to the City of McCook for a pool planning project in a total amount not to exceed the lesser of: Twelve Thousand Five Hundred Dollars (\$12,500) or fifty percent (50%) of the actual cost of the project. The Department will disburse fifty percent (50%) of the award after it receives the executed contract. The remaining fifty percent (50%) of the award will be disbursed as reimbursement for costs incurred after the project is completed.

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

**APPROVALS:**

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

May 11, 2021

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

May 11, 2021

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT  
CIVIC AND COMMUNITY CENTER FINANCING FUND  
ASSISTANCE AWARD CONTRACT NO. 21-03-088**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of McCook, Nebraska ("Recipient"), upon the date of signature by both parties.

**RECITALS:**

**A.** The Nebraska Civic and Community Center Financing Act ("Act"), found in Neb. Rev. Stat. §13-2701 through §13-2710, was enacted to support the development of civic, community, and recreation centers throughout Nebraska that foster the maintenance or growth of communities. To provide funding for these development activities, the Act created the Civic and Community Center Financing Fund ("Fund") and directed the Department to award and administer grants of funds ("Act Funds") to eligible recipients. The requirements of the Act are incorporated herein by this reference.

**B.** The Recipient has submitted an application and all of the necessary supplementary materials (collectively, the "Application"). The Application sets forth a project involving a Swimming/Recreational Complex for McCook, Nebraska ("Project"), which is an activity that is eligible for assistance under the Act. The Application is incorporated herein by this reference.

**C.** The Project was conditionally approved by the Department in accordance with the Act, and Act Funds were subsequently appropriated by the Nebraska Legislature for use on the Project. Because Act Funds were appropriated by the Legislature, the grant of assistance to the Recipient is considered finally approved, and this grant agreement is intended to govern the Department's administration of Act Funds disbursed to the Recipient for the Project.

**AGREEMENT:**

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

**PART I: TERMS AND CONDITIONS.**

**§1.01 Amount and Initial Disbursement of Act Funds; Matching Funds.**

The Department will disburse Act Funds to the Recipient for the Project in a total amount not to exceed the lesser of: Twelve Thousand Five Hundred Dollars (\$12,500.00) or fifty percent (50%) of the actual cost of the Project.

The Department will disburse fifty percent (50%) of the award of Act Funds for the Project to the Recipient after the Department receives a fully executed grant agreement. The remaining fifty percent (50%) of the award of Act Funds will be disbursed as reimbursement for costs incurred in completing the Project.

Matching funds from local sources (as required by the Act) must be contributed to the Project prior to disbursement of Act Funds. The matching funds must be at least equal to the amount of Act Funds requested and at least fifty percent (50%) must be in cash.

### **§1.02 Contract Term.**

The term of this contract will be from March 12, 2021 to March 11, 2023 ("Contract Term"). All of the Recipient's performance obligations under this contract must be completed within the Contract Term.

### **§1.03 Use of Act Funds.**

The Act Funds must be used solely for the purposes set forth in the Application and as allowed and restricted by the Act and this agreement. Some specific restrictions which are applicable to the Project include, but are not limited to, the following:

- (a) Act Funds may be used for the planning, construction, renovation, or expansion of the Project, but Act Funds may not be used for programming, marketing, advertising, and related activities.
- (b) The Project is required to be physically located within the Recipient's municipal boundaries.
- (c) If the Project involves a civic, community, or recreation center, the Recipient must own and operate the Project facility for at least five (5) years after the start of the Contract Term. It is permissible for the Recipient to operate the Project facility through the use of agents, public or private.
- (d) If the Project involves a historic building that is owned by a nonprofit organization, the Recipient must enter into a contractual relationship with the nonprofit organization. A copy of the contract between the nonprofit organization and the Recipient must be provided to and approved by the Department prior to disbursement of any Act Funds.

### **§1.04 Disbursement of Act Funds; 50% Reserve/Escrow Until Project Completed.**

Disbursements of Act Funds will be made to the Recipient in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act.

In order to receive disbursements, the Recipient must submit the State of Nebraska ACH Enrollment Form to the Department. For disbursements after the initial fifty percent (50%), the Recipient must provide, upon request by the Department, documentation

substantiating the expenditure of Project costs and the use of adequate local matching funds for the requested disbursement.

Disbursements will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form and in accordance with the requirements of this contract.

No more than fifty percent (50%) of the total Act Funds will be disbursed to the Recipient prior to the Department receiving a certification of the commitment and expenditure of the required minimum match or an amount of local sources equaling the total grant award. Upon a determination that Project costs have been properly documented by the Recipient and the minimum level of matching funds have been committed, the Department will disburse the remainder of the Act Funds.

**§1.05 Final Planning Products.**

Prior to closeout of the Project, the Recipient must submit the resulting final planning product electronically.

**§1.06 Incorporation of RECITALS.**

All provisions of the RECITALS are incorporated as agreed provisions of the contract.

**PART II: [RESERVED].**

**PART III: [RESERVED].**

**PART IV: OTHER CONTRACTUAL CONDITIONS.**

**§4.01 Designation of Officials to Execute Contract and Amendments.**

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Recipient or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not be effective until mutually agreed to in writing by both parties.

**§4.02 Project Outcome/Impact Performance Reports Required.**

To assist the Department in obtaining information on the outcome/impact of grant funded projects, the Recipient must prepare and submit performance reports on the Project. All performance reports must be submitted in the form and manner specified by the Department.

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to-date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department via mail to the CCCFF Coordinator, Nebraska Department of Economic Development, 301 Centennial Mall South, PO Box 94666, Lincoln, NE 68509; via email to [jenny.mason@nebraska.gov](mailto:jenny.mason@nebraska.gov); or via other means designated by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

#### **§4.03 Accounting for Act Funds; Record Access.**

The Recipient must account for Act Funds in a manner consistent with generally accepted accounting principles. All expenditures of Act Funds by the Recipient must be for obligations incurred in furtherance of the Project and must be supported by documentation evidencing the necessity for such expenditures. The Recipient must keep such records as the Department may require for compliance with the Act.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract. The records must be retained for at least three (3) years after termination of this agreement.

#### **§4.04 Compliance with State and Act Regulations and Performance Monitoring.**

The Recipient must comply with all applicable state law, Act regulations, and any reasonably equivalent procedures and requirements that the Department may prescribe. In particular, the Recipient agrees to establish internal controls in order to provide the Department with reasonable assurance that it is carrying out the Project in compliance

with state statutes, regulations, and the terms and conditions of this contract. The Department may conduct performance review monitoring visitations to determine compliance with this contract.

**§4.05 Early Termination; Termination by Mutual Agreement.**

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of Project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Recipient for allowable expenses incurred before the effective date of termination.

**§4.06 Termination Due to Loss of Funds.**

This contract may terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

**§4.07 Termination for Cause.**

In the event:

- (a) the terms of this contract have not been nor are anticipated to be fulfilled;
- (b) the Department determines the Application contained material omissions, errors, or misrepresentations; or
- (c) the Department determines Act Funds have been used for purposes other than eligible Project activities or in a manner contrary to the requirements of the Act.

Then, the Department may revoke the grant and terminate this contract, seek repayment of Act Funds paid to the Recipient, or both. Payments made to the Recipient or recoveries by the Department will be in accordance with the legal rights of the parties.

**§4.08 Force Majeure.**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force

Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**§4.09 Notice.**

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

**§4.10 Waivers in Writing; Severability; Assignment of Interest.**

No conditions or provisions of this contract will be waived unless approved by the Department in writing.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

The Recipient may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

**§4.11 Relationship of the Parties.**

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department.

#### **§4.12 Applicability to Subrecipients and Contractors.**

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

#### **§4.13 State of Nebraska Non-Liability/Hold Harmless.**

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by their officials, officers, employees, agents, or associates under this contract.

#### **§4.14 Authorization of Project Publicity and Information Sharing.**

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient must inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

#### **§4.15 Verification of Work Eligibility Status for New Employees.**

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors. A failure by the Recipient to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

#### **§4.16 Drug Free Workplace Policy.**

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

#### **§4.17 Civil Rights Law and Equal Opportunity Employment.**

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

#### **§4.18 Americans with Disabilities Act (ADA).**

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

#### **§4.19 Governing Law; Binding Effect; Counterparts; Entire Agreement.**

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument, any attachments, and those items incorporated by reference contain the entire agreement between the parties.

**ACCEPTANCE PROVISIONS.**

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

<b>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</b>	<b>RECIPIENT</b> → City of McCook, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

**CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING**

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**ITEM:        4.E.**

**RECOMMENDATION:**

**APPROVE THE PROFESSIONAL SERVICES CONTRACT AGREEMENT BETWEEN THE CITY OF MCCOOK AND GARVER, LLC. TO PROVIDE PROFESSIONAL SERVICES FOR PROJECT NO. 3-31-0052-015-2021, THE DEVELOPMENT OF AN AIRPORT MASTER PLAN UPDATE AT McCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN.**

---

**BACKGROUND:**

This project is for the development of an airport master plan update for McCook Ben Nelson Regional Airport. Garver was chosen for this project from 5 different engineering firms that had submitted their qualifications to the City of McCook. The selection was based on reference checks and interviews of each firm. As laid out by the FAA, cost could not be a factor in choosing the consultant. Garver will be using W Design Associates as a sub-consultant on this project.

In September 2020, the Nebraska Department of Transportation - Aeronautics Division gave the City of McCook the go ahead to begin the selection process for engineering services for the proposed Airport Master Plan Update project at McCook Ben Nelson Regional Airport. They recommended that we move forward with the consultant selection as there had been talks about some additional funding from the federal government that could pay 100% of the project. By having the consultant selection process completed, this project would be ready to go if such federal funds materialized. Fortunately, federal funds have become available for this project which will be funded 100% by the federal government. If funded under the normal Airport Improvement Program the City would have had to pay 10% or just over \$36,000.00.

1. The consulting firm Garver(Consultant) was selected on March 4, 2021, from five consultants who submitted their qualifications. A conference call was held on March 18, 2021, with staff from the FAA, NDOT-Aeronautics Division, Garver and the City of McCook(Sponsor), to discuss preliminary scope of work details.
2. On March 31, 2021 a draft of the Scope of Work(SOW) was sent from the Consultant to NDOT-Aeronautics Division, the FAA and the Sponsor for review.
3. On April 20, 2021, after everyone had a chance to review and make comments on the draft SOW, the final SOW was sent to NDOT-Aeronautics Division, the FAA and the Sponsor for final approval.

4. On April 26, 2021, the Sponsor received the Independent Fee Estimate(IFE) from NDOT-Aeronautics Division in the amount of \$376,300.00. The Sponsor then contacted Garver to request a copy of their fee proposal. The Consultant's fee proposal was broken down as follows:

Project Initiation and Administration	\$ 14,361.46
Inventory	\$ 32,767.23
Forecast	\$ 34,213.48
Demand Capacity/Facility Requirements	\$ 22,197.33
Alternatives	\$ 53,032.74
Airport Layout Plan Development	\$ 56,953.57
Implementation Plan	\$ 35,042.57
Aeronautics Study	\$ 90,087.81
Closeout	<u>\$ 21,634.78</u>
Total for Planning Services	\$360,290.97

The Sponsor and Consultant agreed to have a phone conference on April 28, 2021 to discuss/negotiate the fee proposal.

5. On April 28, 2021 the Sponsor's negotiator, Kyle Potthoff and the Consultant's negotiator Josh Peters participated in the fee negotiations. The fee proposal from the Consultant was \$16,009.03 or 4.3% less than the Sponsor's IFE and \$23,600.00 or 5.9% less than the original engineering estimate. The Sponsor and Consultant discussed the number of hours being proposed for each phase of the project. Both parties felt that the number of hours being proposed were adequate. At the conclusion of the discussion both parties agreed that the Consultant's fee proposal was reasonable and should be accepted.

Since this project requires specialized services, this consultant selection will only be for the Airport Master Plan project.

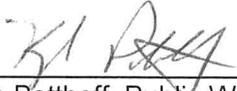
**FISCAL**

**IMPACT:** \$36,029.10 of local tax dollars that will not have to be spent on this project.

**RECOMMENDATION:**

**APPROVE THE PROFESSIONAL SERVICES CONTRACT AGREEMENT BETWEEN THE CITY OF MCCOOK AND GARVER, LLC. TO PROVIDE PROFESSIONAL SERVICES FOR PROJECT NO. 3-31-0052-015-2021, THE DEVELOPMENT OF AN AIRPORT MASTER PLAN UPDATE AT McCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN.**

**APPROVALS:**



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

May 11, 2021



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

May 11, 2021



**Agreement  
For  
Professional Services  
City of McCook**

**AIP 3-31-0052-015-2021**

**Garver Project No. 20A14370**



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**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made as of the Effective Date by and between the **City of McCook** hereinafter referred to as **“Owner”**), and **Garver, LLC** (hereinafter referred to as **“Garver”**). Owner and Garver may individually be referred to herein after as a **“Party”** and/or **“Parties”** respectively.

## RECITALS

**WHEREAS**, Owner intends to complete an Airport Master Plan Update (the **“Project”**).

**WHEREAS**, Garver will provide professional Services related to the Project as further described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

**“Effective Date”** means the date last set forth in the signature lines below.

**“Damages”** means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

**“Hazardous Materials”** means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of **“hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,”** or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

**“Personnel”** means affiliates, directors, officers, partners, members, employees, and agents.

### 2. SCOPE OF SERVICES

2.1. **Services.** Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (**“Services”**). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



### 3. PAYMENT

#### 3.1. Fee.

For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

#### 3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

### 4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

### 5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

## **6. GENERAL REQUIREMENTS**

### **6.1. Standards of Performance.**

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

## 6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



### 6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

### 6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

## 7. INSURANCE

### 7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

## 8. DOCUMENTS

- 8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).



8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office, if applicable. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

## 9. INDEMNIFICATION / WAIVERS

### 9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

### 9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to the lesser of one hundred percent (100%) of Garver's fee set forth in Exhibit B or an amount equal to the amount of compensation actually received by Garver from Owner.



9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

## 10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Lincoln, Nebraska. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.



- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

## 11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.



## 12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Nebraska, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

## 13. APPENDICIES

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

- Appendix A – Scope of Services
- Appendix B – Compensation Schedule
- Appendix C – Insurance
- Appendix D – Certification of Engineer
- Appendix E – Mandatory Federal Contract Provisions for Professional Services Contracts

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below.

**City of McCook**

**Garver, LLC**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Mark E. Williams, PE  
*Printed Name*

Title: \_\_\_\_\_

Title: Midwest Aviation Leader

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



**APPENDIX A  
SCOPE OF SERVICES  
MCCOOK BEN NELSON REGIONAL AIRPORT  
AIRPORT MASTER PLAN UPDATE**

**GENERAL**

In accordance with the requirements established by the Federal Aviation Administration (FAA) and the Nebraska Department of Transportation – Aeronautics Division (NDOT) and the unique needs and interests of the City of McCook (Owner), the owner and operator of McCook Ben Nelson Regional Airport, this Scope of Services outlines the tasks necessary to conduct an Airport Master Plan (AMP) Update for the McCook Ben Nelson Regional Airport (MCK).

Garver will utilize applicable FAA guidance and resources including, but not limited to:

- FAA AC 150/5070-6B, Airport Master Plans
- FAA AC 150/5300-13A, Airport Design
- FAA AC 150/5325-4B, Runway Length Requirements for Airport Design
- FAA AC 150/5335-5C, Standardized Method of Reporting Airport Pavement Strength – PCN
- FAA SOP 2.0: Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPs)
- FAA SOP 3.0: for Review and Approval of Exhibit "A" Airport Property Inventory Maps
- FAA Terminal Area Forecast (current version)
- FAA National Plan of Integrated Airport Systems (current version)

The approach to undertake the Airport Master Plan Update for McCook Ben Nelson Regional Airport is outlined in the following elements of this Scope of Services.

**ELEMENT 1 - PROJECT INITIATION AND ADMINISTRATION**

**Task 1.1 – Establish Project Committee and Stakeholder Coordination**

Upon initiation of the project, a Planning Advisory Committee (PAC) will be established to guide and direct the development of the project. The PAC will provide technical and community review of all project elements, input and guidance to the project, and act as a liaison to the community throughout the planning process. The PAC will be comprised of key individuals from the City and community stakeholders. Garver will work with the Owner and NDOT to identify the individuals that should be part of the PAC and will compose documentation describing the roles and responsibilities of the PAC that can be sent to the proposed PAC committee members. Additionally, Garver will work with the Owner and NDOT to identify other key stakeholders that should be involved in the planning process and the portions of the planning process each key stakeholder needs to be involved in.

**Task 1.2 – Project Kick-Off Meeting**

Garver will be on site for meetings with the Owner and PAC to review the project scope, identify key project goals, and complete a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis regarding the airport and its current facilities and operation. These meetings will be held in-person and will be attended by two Garver representatives.



## **ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS**

The information reviewed and collected during this element will be used to develop the Inventory Chapter of Working Paper #1 (Task 3.3).

### **Task 2.1 – Initial Site Visit**

Garver will schedule and complete an initial site visit to the airport that will include the following subtasks:

- Tour the airfield (e.g. runways, taxiways,) and landside/terminal facilities (e.g. ramps, hangars, roadways, etc.) to document the layout and condition of facilities.
- Complete a walkthrough of a sampling of existing structures at the airport (e.g. hangars, buildings, etc.) to document condition.
- Complete a brief visit to the undeveloped airport property sites to ensure a proper understanding of each site's topography and development considerations.
- Airport Recycling, Reuse, and Waste Reduction – The following tasks will be completed as a part of the inventory process for airport recycling program:
  - Collect baseline information on MCK's waste management program.
  - Assess existing waste management program.
  - Assess opportunities for expansion of recycling program.
  - Develop recommendations for improving the recycling program.

This site visit will be completed in a single day and will include two Garver staff members. This task includes the preparation of meeting materials necessary for the site visit.

### **Task 2.2 – Initial Documentation Review**

Garver will collect and review the following documents and information to establish baseline information to build the inventory of existing facilities and practices:

- Current and planned capital improvements at the airport.
- Current FAA documentation regarding the airport and its facilities (e.g. current 5010, historic 5010's as provided by NDOT, A/FD, instrument approach procedures, sectional/IFR charts, and Aeronautical Information Services data from the FAA National Flight Data Center).
- MCK information/data from the current Nebraska Aviation System Plan, NPIAS, and FAA Asset Study. Information collected for the NASP update currently under way will be used if available and approved by NDOT.
- Current approved MCK Airport Layout Plan (ALP).
- Current and planned MCK tenant activities/operations/business plans.
- Airport activity reports showing historic aircraft operations.
- Local zoning ordinances/maps and any height hazard zoning processes/practices.
- Existing environmental data/information (e.g. previous EA, EIS, other environmental determinations, threatened and endangered plants, fish, and wildlife data, cultural/archaeological/historical resources data, floodplains, farmland, etc.).
- Any available topographic maps and available aerial photographs.



### **Task 2.3 – Airspace/Air Traffic Control**

Air traffic control facilities responsible for handling aircraft traffic into and out of MCK will be identified and their procedures, as they relate to MCK, will be analyzed. An inventory of the area airspace will be undertaken with emphasis on the identification of airways, restricted areas, intersections, and obstructions. This task will identify operational limitations due to traffic interactions with other civilian and military airports in the region, reserved airspace, noise abatement procedures, airfield facilities and design, and existing or programmed NAVAIDS.

### **Task 2.4 – Airport Service Area and Commercial Catchment Zone**

Identification of area airports with an evaluation of services to compare these to MCK will be completed to establish a specific area the airport serves for GA/corporate traffic. Factors considered in the evaluation and establishment of a service area for MCK include: FBO type services, fuel availability, hangar storage, tiedowns, roadway access, and professional judgement. A review of aircraft registration information within local zip codes will be completed to identify a corporate airport service area and a pilot/GA aircraft ownership service area.

A geographic commercial service catchment area for MCK and surrounding commercial service airports will be reviewed to identify the potential market size and MCK's region and total source of demand for air carrier and cargo operations. The MCK catchment area will be based on population centers, highway access, numbers of carriers serving a specific airport, other commercial airport locations and distances to population centers, historic enplanements, origin versus destination considerations, nonstop service destinations, and cargo facilities/services.

### **Task 2.5 – Vicinity Land Use/Land Use Controls**

Existing land use mapping, aerial photography, comprehensive/thoroughfare plans, floodplain maps, and other documentation pertaining to current and future land use in the vicinity of MCK will be obtained and reviewed. Existing zoning districts will be reviewed to determine locations where potential incompatible land uses could develop. Further, local planning agencies will be interviewed to identify the potential for future residential, commercial, and industrial development in the MCK vicinity. Existing FAR Part 77 controls, zoning ordinances, subdivision regulations, building codes, and other documentation pertaining to land use management in the MCK vicinity will also be reviewed. Particular attention will be paid to identifying those requirements that could affect, both in a positive and negative fashion, future MCK development.

### **Task 2.6 – Environmental Overview**

Existing baseline environmental conditions at the airfield will be documented and carried into the evaluation of preferred airfield and landside development alternatives. Factors to be reviewed includes: Noise and land use; Biotic resources; Water quality; Wetlands; Floodplain and floodway data; Geologic structure and soils; Solid and hazardous waste sites; Endangered/Threatened species; and Historic and cultural resources. This effort will primarily be from existing and readily available environmental data. This process will update the inventory of potential environmental sensitivities.

## **ELEMENT 3 – AVIATION ACTIVITY FORECASTS**

### **Task 3.1 – Inventory of Historic and Current Air Traffic Activity and Socioeconomic Factors**

Any available current and historic air traffic activity and based aircraft information for the Airport will be assembled and organized. Historic traffic/activity data or estimates will be obtained from the FAA, NDOT, the Owner and through the FAA's Traffic Flow Management System Counts (TFMSC). If no estimates of current or historic activity levels exist, the current FAA Terminal Area Forecast (TAF) will be utilized to estimate current and historic activity levels. Historic air traffic activity will be broken down into annual total operations, operations by user category (e.g. GA, air taxi, military, etc.), local vs itinerant, and IFR vs. VFR based on information provided by the Owner or through operational ratios displaced in the TAF. Information



concerning historic peak hourly, daily, monthly, and annual activity will be obtained and quantified, if available.

Garver will obtain statistical data on historic and forecast socioeconomic factors from publicly available sources. These factors will include employment, income, population, and business climate/characteristics of the region, with an emphasis placed on the identification of specific socioeconomic characteristics, as well as trends, that are likely to affect the economic growth and development of the area. Considerations will also be made for current and future area business aviation needs and plans.

Garver will also review published research and reports related to national and regional forecasts for air transportation demand in the United States to establish an understanding of how these trends may affect the airport.

### **Task 3.2 – Prepare Aviation Forecasts**

Potential aeronautical activity and based aircraft forecasts will be developed for the Airport, taking into consideration national and regional aeronautical activity forecasts from the FAA, NDOT, and private agencies, and the socioeconomic information reviewed in Task 3.1. The methodologies to develop the potential aeronautical activity forecasts will involve a variety of statistical modeling techniques. The baseline year for the forecasts will be 2020 with the first forecast year being 2021. After 2021, forecasts will be prepared in five-year Planning Activity Levels (PALs) (2026, 2031, 2036, and 2041) for the 20-year planning horizon with projections for each of the following:

- Baseline Forecasts
  - Based Aircraft
  - Total Operations
    - Derivative Forecasts
      - Local vs Itinerant Operations
      - Fleet Mix Operations (by Aircraft Design Group and Approach Category)
      - Instrument Approaches
      - Airport Peaking Characteristics

The baseline forecasts will be compared to the FAA's current Terminal Area Forecast (TAF) for the Airport. Existing and anticipated operations data from aerial applicator businesses utilizing MCK, including aircraft types in use, will also be reviewed and considered as part of this process. Data regarding the effects of the COVID-19 pandemic on airport operations in 2020 will be collected and reported in the inventory of aircraft operations and considered in the development of the forecasts. The Airport's current and future critical aircraft (aircraft type/category with at least 500 annual operations) will be identified.



### Task 3.3 – Prepare Working Paper #1

A meeting will be held with the PAC to review the findings of the inventory process and draft baseline forecast (e.g. annual operations and based aircraft) scenarios prepared by Garver and to select an initial preferred baseline forecast in each of these areas. This task includes the preparation of presentation materials needed for this meeting. These initial preferred baseline forecasts will then be used to complete draft derivative forecasts (e.g. local vs. itinerant, fleet mix, IFR vs VFR, etc.).

A follow-up meeting will be held with the Owner, NDOT, and FAA to review the draft derivative forecasts and collect feedback. This task includes the preparation of presentation materials needed for this meeting.

A draft of Working Paper #1 will be prepared based on the data and information obtained in **Element 2** and **Element 3** and will incorporate any feedback received during the PAC meeting. The working paper will document:

- Airfield: Runway/taxiway/apron configuration and condition to include pavements, lighting, and signage; navigational aids; fueling facilities; and aircraft circulation, access and airfield security.
- Pavement Classification Number (PCN) Determination: Determination will be made utilizing “Using Aircraft Method to Determine PCN” methodology as discussed in Section 4.3 of FAA AC 150/5335-5C, *Standardized Method of Reporting Airport Pavement Strength – PCN*.
- Environmental Overview: Existing environmental features, potential environmental concerns, and anticipated future studies will be identified.
- Building and Hangar Utilization: Structural use and hangar utilization will be identified.
- FBO/GA Services: Understand current services available to aircraft at MCK.
- Auto Access and Parking: Parking and access roads will be inventoried as to size, general conditions, and use.
- Regional Airspace: Classes of airspace, other area airports, and any other applicable airspace considerations
- Local Airspace: Zoning and any ordinances pertaining to the airport, and any known impediments to airport operations.
- Instrument Approaches: Existing instrument approaches will be identified, and procedures will be detailed.
- Land Use and Controls: Review existing airport land uses, and adjacent land uses based on the existing airport’s property boundaries.
- Historic and Current Air Traffic Activity and Socioeconomic Factors as identified in Task 3.1.
- Prepared forecasts as identified in Task 3.2.
- Assumptions and methodologies used in preparing the aviation demand forecast and serve as the basis for later tasks in the study.
  - This will include guidance developed to account for anticipated forecast impacts resulting from the COVID-19 pandemic.

Garver will provide Working Paper #1 within 90 days of Notice to Proceed (NTP). Owner, NDOT and FAA will provide an official review of Working Paper #1. Garver will revise Working Paper #1 within 30 days of receipt of review comments. Garver will obtain NDOT and FAA approval of the final draft of Working Paper #1 prior to proceeding with Element 4, Facility Requirements. Garver will incorporate any feedback into the final version of the document.



## **ELEMENT 4 – DEMAND CAPACITY/FACILITY REQUIREMENTS**

### **Task 4.1 –Analyze Airport Capacity and Delay**

Using the FAA's methodology for assessing airfield capacity and delay, as described in the FAA AC 150/5060-5, an assessment of the current and future level of airfield capacity and associated aircraft delay will be developed. This analysis will consider the airfield configuration, including runway orientation, parallel taxiways and exit taxiways, weather conditions, aircraft fleet mix, current and forecast operations for the five, ten, and twenty year planning horizon, and the percentage of local touch and go operations. The result of the assessment will be expressed in terms of the hourly and annual service volume of the airfield, minutes of delay per aircraft operation, and total estimated annual delay. This assessment will evaluate the existing airfield configuration in terms of its adequacy to meet the anticipated operational demand and design group and approach categories of aircraft forecast to operate at MCK.

### **Task 4.2 -Establishing Facility Requirements**

Determination of the type and magnitude of existing and future airside facilities and landside/terminal facilities to meet forecasted aviation demand will be completed during this task. Airport facility requirements will be based on the FAA-approved aeronautical demand forecast and FAA guidance, current facilities, local requirements, the results of the SWOT analysis, and the business goals of the Airport. Facility requirements will be identified by Planning Activity Levels (PAL) that correspond to the approved demand forecast and will be presented in tabular form.

#### Airside Facility Requirements

Identify physical facility planning criteria for evaluating the adequacy of the airside facilities to meet forecasted demand. These criteria shall be based upon the latest state and federal standards (e.g. FAA Advisory Circulars) and best practices (e.g. Airport Cooperative Research Program reports) and Garver's professional experience as they apply to the level of activity identified in the forecast and the future role of the airport. Airside facilities to be examined will include:

- Runway Orientation (e.g. wind coverage)
- Runways Length and Width (in accordance with AC 150/5325-4B and 150/5300-13A)
- Taxiways (e.g. geometrical standards, prohibited configurations, layout, spacing, etc.)
- Runway and Taxiway Safety Areas and Object Free Areas
- Runway and Taxiway Dimensional Criteria
- Runway Protection Zones (RPZ)
- Runway Obstacle Free Zones
- Airfield Pavement Strength
- Airfield Marking and Lighting
- Airport NAVAIDS



### Landside/Terminal Facility Requirements

Identify physical facility planning criteria for evaluating the adequacy of various landside/terminal area facilities to meet forecasted demands. Apply City, state, and federal requirements, standards, and best practices to determine the capacity of the present landside/terminal facilities and compare to the demand projected by the aviation forecasts. Landside/terminal facility requirements to be examined will include (but not limited to):

- Aircraft parking apron (e.g. optimized pavement utilization)
- Terminal building
- FBO facilities
- Aircraft storage hangars (T-Hangars and Box Hangars)
- Fuel storage and dispensing
- Automobile access and parking facilities
- Area land-use zoning

The landside/terminal facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function, and operation of the Airport.

## **ELEMENT 5 – AIRPORT ALTERNATIVES**

### **Task 5.1 – Develop Airside Alternatives**

Based on the facility requirements established in the preceding project element, up to three (3) airside development alternatives will be created. Airside alternatives will be based on schemes for development within existing or expanded airport boundaries and will show necessary runway and taxiway improvements during the 20-year planning period. This task will be conducted simultaneously with Task 5.2 and 5.3 and will result in a series of overall development alternatives for the Airport.

Airside alternatives will be evaluated based on their ability to satisfy the identified facility requirements, safety and risk management considerations, environmental considerations, engineering factors, cost (order of magnitude cost level), and ease of implementation (e.g. existing business and residential impacts, land purchase, etc.).

An evaluation matrix will be developed to compare the aforementioned factors associated with each airside alternative.

### **Task 5.2 – Develop Landside/Terminal Area Alternatives**

Based on the facility requirements established in the preceding project element, up to three (3) landside/terminal area development alternatives will be created. Landside/terminal area alternatives will be based on schemes for development within existing or expanded airport boundaries and will show necessary apron, hangar, terminal, vehicle parking, and roadways improvements necessary during the 20-year planning period. This task will be conducted simultaneously with Tasks 5.1 and 5.3 and will result in a series of overall development alternatives for the Airport.

Landside/terminal area alternatives will be evaluated based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost (order of magnitude cost level), ease of implementation (e.g. existing business and residential impacts, land purchase, etc.), revenue production potential and their compatibility with the airside alternatives.

An evaluation matrix will be developed to compare the aforementioned factors associated with each landside/terminal area alternative.



### **Task 5.3 – Develop Terminal Building Alternatives**

Based on the facility requirements established in the preceding project element, up to three (3) terminal building alternatives will be created. Terminal building alternatives will be based on schemes for expansion or re-organization of the existing terminal or building a new terminal building within existing or expanded airport boundaries and will show necessary apron, hangar, terminal, vehicle parking, and roadways improvements necessary during the 20-year planning period. This task will be conducted simultaneously with Tasks 5.1 and 5.2 and will result in a series of overall development alternatives for the Airport.

Terminal alternatives will be evaluated based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost (order of magnitude cost level), ease of implementation (e.g. existing business and residential impacts, land purchase, etc.), revenue production potential and their compatibility with the airside alternatives.

An evaluation matrix will be developed to compare the aforementioned factors associated with each landside/terminal alternative.

### **Task 5.4 – Prepare Working Paper #2**

A virtual meeting will be held with the PAC to review the findings of the facility requirements process, alternatives evaluation process, and draft alternatives. The result of the meeting will be the selection of the preferred airside, landside/terminal area, and terminal building alternatives for the airport.

A draft of Working Paper #2 will be prepared based on the data and information compiled during the facility requirements process (Element 4) and subsequent alternatives development process. The working paper will identify and further discuss the preferred airside and terminal/landside alternatives.

NDOT and FAA will provide an official review and approval of the final draft of Working Paper #2. Garver will incorporate any feedback into the final version of the document.

### **Task 5.5 – Public Comment**

The preferred airside and landside/terminal alternative will be presented to the public in an on-site public meeting. The public will then have 30 days for review and comment. Feedback collected from the public will be considered in the process of finalizing the preferred alternative in each area.



## **ELEMENT 6 – AIRPORT LAYOUT PLAN DEVELOPMENT**

### **Task 6.1 – Airport Layout Plan - Existing**

Concurrent with the Inventory Chapter development, Garver will begin preparation of an Airport Layout Plan (ALP) update reflecting existing conditions in accordance with the most current FAA AC 150/5300-13A, *Airport Design* and FAA AC 5070-6B, Chapter 10 - *Airport Layout Plans* guidelines, FAA Airports Standard Operating Procedures (SOP) 2.0: Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPs) and FAA SOP 3.0 for Review and Approval of Exhibit "A" Airport Property Inventory Maps. Property information necessary to complete the Exhibit "A" Airport Property map will be provided by the Owner.

The ALP set will be developed using computer-aided drafting program AutoCAD to facilitate revisions and transfers to other systems. The ALP set will include the following drawings: Title Sheet, Airport Layout Drawing, Airport Airspace Drawing(s), Inner Portion of the Approach Surface Drawing(s) (IPASD), Departure Surface Drawings, Runway Centerline Profile Drawing, Terminal Area Drawing, Land Use Plan, and Exhibit A Property Map. This plan set will provide adequate detail to meet FAA ALP standards with the exception of instrument approach procedure determination. All available CADD data and property information for the ALP process will be provided by NDOT. Base map and ALP details will include, but are not limited to:

- Runway, taxiways, buildings, NAVAIDS, parking areas, roads, lighting, fueling facilities, tie-down areas, and other prominent airport features with dimensions.
- Trees, streams, known utility lines, towers, and other prominent natural features.
- Airport boundaries, runway protection zones, easements, and other areas that need to be controlled by the Owner.
- Adjacent non-airport property, with land use specified.
- Areas reserved for future aviation and non-aviation development (land-use).
- Topographic contours.
- Location and vicinity maps.
- Data tables showing all pertinent airfield data.
- Airspace and IPASD analysis based on compliant survey data for the following surfaces:
- FAR Part 77 imaginary airspace surfaces (primary, approach, transitional, horizontal and conical) (approximately the first 3,400 feet of the approach surface).
- Threshold Siting Surface (approximately the first 3,400 feet).
- Glidepath Qualification Surface (approximately the first 3,400 feet).
- Departure Surface (approximately the first 3,400 feet).

### **Task 6.2 – Airport Layout Plan - Future**

After determining the preferred development concept, Garver will update the ALP set to reflect the selected development concept while maintaining NDOT/FAA guidelines. This plan will provide adequate detail to meet NDOT/FAA ALP standards with the exception of instrument approach procedure determination and development.



### Airport Layout Plan Schedule

The ALP shall be completed according to the schedule below and include the specified deliverables in each Phase:

- **Phase 1:** Garver will submit existing conditions ALP in electronic (PDF) format to the Owner, NDOT and FAA 45 calendar days following Garver's receipt of compliant survey data from property data from NDOT and aeronautical survey. One 24x36 in. paper copy of this document submitted to NDOT.
- **Phase 2:** Owner, NDOT and FAA shall review and provide comments to Garver within 30 calendar days from submittal.
- **Phase 3:** Garver will submit existing and future conditions ALP in electronic (PDF) format to the Owner, NDOT and FAA 30 calendar days following approval of preferred development concept by the Owner, FAA and NDOT. One 24x36 in. paper copy of this document will be submitted to the NDOT. Completed FAA SOP 2.0 and 3.0 checklists for the Airport will be submitted to the Owner, NDOT and FAA electronically.
- **Phase 4:** Owner, NDOT and FAA shall review and provide comments to Garver within 30 calendar days from submittal.
- **Phase 5:** Garver will make revisions within 20 calendar days of receipt of comments and will resubmit for review the ALP in electronic (PDF) format to the Owner, NDOT and FAA. One 24x36 in. paper copy of this document will be submitted to the NDOT.
- **Phase 6:** Owner, NDOT and FAA shall review and provide comments to Garver within 20 calendar days from submittal.
- **Phase 7:** Garver will make revisions within 20 calendar days of receipt of comments and will submit the ALP for FAA Airspace Review on FAA's OE-AAA website.
- **Phase 8:** Garver will revise the ALP within 20 calendar days of receipt of FAA comments and will submit to Owner and NDOT for approval. Garver will provide FAA comments to Owner and NDOT.

### ALP Deliverables

Within 20 calendar days of receipt of the approved airspace review and upon authorization from the Owner, NDOT and FAA, Garver will provide:

- An electronic (PDF) and one 24x36 in. paper copy of the final version of each ALP set on plain paper to the Owner, NDOT, and FAA for approval and signature.
- One electronic copy of the completed SOP 2.0 and 3.0 checklists.
- All AutoCAD drawing files of the final version of each ALP sheet to the Owner and NDOT.

### **Task 6.3 – Prepare Draft Report**

An ALP chapter will be prepared for the Airport summarizing the elements of the ALP.



## **ELEMENT 7 – IMPLEMENTATION PLAN**

### **Task 7.1 – Airport Development Program**

Using the data collected and developed during previous project elements, Garver will create a comprehensive multi-year airport Capital Development/Improvement Program (CIP). This CIP will cover the 20-year planning period and will be divided into a three-phase development program: short-term (0-5 years), mid-term (6-10 years), and long-term (11-20 years).

The short-term schedule will be provided year for year, providing a clear prioritization of near-term projects and allowing the Owner and NDOT to migrate the CIP into the NDOT funding system. Project implementation triggers will be established for each project defined within the CIP to aid the Owner and NDOT in determining when various projects need to be executed in the future. This phasing assumes a runway development program, documenting the milestones needed to achieve a runway extension, if one is included in the selected preferred alternative.

Recommendations will be in accordance with future demand levels and include any necessary changes or additions to airport infrastructure (including compliance with airport design standards), NAVAIDS, and property interests.

### **Task 7.2 – Airport Development Probable Costs**

Planning-level probable development costs will be prepared for each project in each phase of the CIP. Development costs will be estimated for each item and be based on the preferred development concept. These estimates of probable costs will include land acquisition, construction costs, design fees, and legal/administrative requirements. Cost estimates will be prepared with consideration for future inflation and be developed for planning purposes only.

## **ELEMENT 8 – AERONAUTICAL SURVEY**

An aeronautical obstruction survey will be completed for MCK by Quantum Spatial as a subconsultant to Garver.

The project will be done in compliance with Airports GIS Program policies and will include an airport airspace analysis for vertically guided operations for existing Runway(s) 04/22 and 12/30 and future Runway 12/30. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5070-6B, Change 2 “Airport Master Plans”
- AC 150/5300-13A, Change 1 “Airport Design”
- AC 150/5300-16B “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C, Change 1 “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B, Change 1 “Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS”



## **Summary of Work**

We understand that the purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: 2.7.1.1 Runways with Vertical Guidance.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1"=2,500' of the obstruction surface areas and 1"=1,250' of the mapping limits. The aerial imagery will cover all of the VG Airspace Analysis surfaces using a UltraCamXp (UCXp) camera, or comparable, during leaf-on conditions.

From the 1"=2,500' imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"=1,250' imagery, we will produce the following:

- 100 scale mapping with 2' contours of the mapping limits (864 acres)
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS & VGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, client and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA Airport Data and Information Portal (ADIP).

## **Quality Standards**

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition, we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

## **Project Area**

The project area encompasses all of McCook Ben Nelson Regional Airport (MCK) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

## **Control Surveying**

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the NE State Plane Coordinate System, in U.S. survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)



NV5 Geospatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. NV5 Geospatial will provide information on the specific locations of the required control and check points.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- Full field-collected attribution of all airport features
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix" for Airport Layout Plan.

### **Photogrammetric Mapping**

We will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the exhibit.

We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and AutoCAD format (Garver).

### **Orthophoto Mapping**

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG and NVG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the Mapping Limits, with a 0.5' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

### **18B Obstruction Surveys**

The Obstructions Surfaces to be uploaded to ADIP will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of EXISTING Runways 04/22 and 12/30 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

### **Other Obstruction Surveys**

- 2.7.1.2 Analysis of FUTURE Runway 12/30 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor



to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded in ADIP in ESRI Shapefile format.

### **Production Schedule**

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

### **Deliverables**

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site At <https://adip.faa.gov/agis/portal>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to ADIP include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for EXISTING Runways 04/22 and 12/30
- Planimetric data and two-foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

We will deliver the following items to Garver:

- Planimetric data and two-foot contours in Civil 3D format
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (airport property)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted / laminated / framed)
- Obstruction survey data for FUTURE Runway 12/30

All digital files will be delivered on external hard drive, file transfer, or CD/DVD.



## **ELEMENT 9 – CLOSEOUT**

### **Task 9.1 – Final Draft Report**

A final "draft" report will be assembled from the information developed in previous work tasks. The final draft will be submitted to the PAC in PDF for review and comment. Garver will review final comments provided by the PAC and will incorporate them into the final report, as appropriate.

### **Task 9.2 – Planning Advisory Committee Approval**

Garver will provide support for acceptance/adoption of the Airport Layout Plan locally through attendance and presenting at one (1) PAC meeting to provide a project overview briefing and support the governing body's acceptance and adoption of the Airport Layout Plan Update with Narrative Report Project.

### **Task 9.3 – Final Report**

Final closeout report must be submitted six months prior to the four-year period of performance date. One electronic (PDF) copy of the final report will be submitted to the Owner, NDOT and FAA. Each final report will contain reduced copies of the approved ALP set as well as any alternative/exhibit drawings. In addition, an electronic copy of the study and associated drawings will be provided to the Owner, NDOT and FAA. The final report will be in PDF format. The ALP will be in AutoCAD and PDF formats.

## **ELEMENT 10 – EXCLUSIONS**

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner:

- Topographic, property, utility, or other survey outside the scope of Element 8, Aeronautical Survey
- Instrument Approach Development
- Revisions to, or the development of language to revise, Airport leases, rules and regulations, minimums standards, or other airport policies
- Detailed facility assessments/reviews
- Property/title research
- Pavement or facility condition testing or the establishment of a pavement maintenance program
- Environmental review and analysis beyond the specifically identified in this scope of services
- Environmental coordination with agencies not specifically identified in this scope of services
- Environmental testing or investigation work not specifically identified in this scope of services
- Environmental studies not specifically identified in this scope of services, including but not limited to:
  - Noise Studies
  - Archaeological Studies
  - Wildlife Assessments
- Graphic conceptual renderings of existing or future facilities
- Preparation of documents, materials, and exhibits for leases, development contracts, or other documents/materials not specifically identified in this scope of services
- Detailed engineering cost estimates
- Conceptual, preliminary or final engineering design
- Detailed land development planning
- Geotechnical investigations



**APPENDIX B  
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Initiation and Administration	\$14,361.46	LUMP SUM
Inventory	\$32,767.23	LUMP SUM
Forecasts	\$34,213.48	LUMP SUM
Demand Capacity/Facility Requirements	\$22,197.33	LUMP SUM
Alternatives	\$53,032.74	LUMP SUM
Airport Layout Plan Development	\$56,953.57	LUMP SUM
Implementation Plan	\$35,042.57	LUMP SUM
Aeronautical Survey	\$90,087.81	LUMP SUM
Closeout	\$21,634.78	LUMP SUM
<b>TOTAL FEE</b>	<b>\$360,290.97</b>	

The lump sum amount to be paid under this Agreement is \$360,290.97. For informational purposes, a breakdown of Garver's estimated costs is included in this Appendix B with approximate current hourly rates for each employee classification.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.



**Appendix B**  
**City of McCook, NE**  
**Airport Master Plan Update**  
**Garver Hourly Rate Schedule: July 2021 - June 2022**

Classification	Rates
<b>Engineers / Architects</b>	
E-1.....	\$ 38.19
E-2.....	\$ 44.35
E-3.....	\$ 47.50
E-4.....	\$ 62.70
E-5.....	\$ 76.49
E-6.....	\$ 94.02
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 40.55
P-2.....	\$ 45.99
P-2ENV.....	\$ 49.57
P-3.....	\$ 68.97
P-4.....	\$ 80.34
P-5.....	\$ 90.05
<b>Designers</b>	
D-1.....	\$ 35.65
D-2.....	\$ 41.64
D-3.....	\$ 49.70
<b>Technicians</b>	
T-1.....	\$ 27.85
T-2.....	\$ 35.28
T-3.....	\$ 43.02
<b>Management/Administration</b>	
X-1.....	\$ 21.86
X-2.....	\$ 29.70
X-3.....	\$ 41.37
X-4.....	\$ 52.78
X-5.....	\$ 64.71

**Appendix B**

**City of McCook, NE  
Airport Master Plan Update**

**FEE SUMMARY**

<b>Planning Services</b>	<b>Estimated Fees</b>	
Project Initiation And Administration	\$ 14,361.46	
Inventory	\$ 32,767.23	
Forecast	\$ 34,213.48	
Demand Capacity / Facility Requirements	\$ 22,197.33	
Alternatives	\$ 53,032.74	
Airport Layout Plan Development	\$ 56,953.57	
Implementation Plan	\$ 35,042.57	
Aeronautical Survey	\$ 90,087.81	
Closeout	\$ 21,634.78	
<b>Total for Planning Services</b>	<b>\$ 360,290.97</b>	

**Appendix B**

**City of McCook, NE  
Airport Master Plan Update**

**PROJECT INITIATION AND ADMINISTRATION**

WORK TASK DESCRIPTION	P-3	P-2ENV	E-3	P-2	P-1	D-1	X-2	T-1
	\$68.98	\$49.57	\$47.50	\$45.99	\$40.55	\$35.66	\$29.71	\$27.86
	hr	hr	hr	hr	hr		hr	hr
<b>1.0 Project Initiation</b>								
Prepare Scope, Budget and Schedule			2	8			2	
Scope Meetings			2	2				
Subconsultant Agreement	1			4				
<b>Subtotal - Project Initiation</b>	<b>1</b>	<b>0</b>	<b>4</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>1.1 Establish PAC and Stakeholder Coordination</b>								
PAC			2	4				
<b>Subtotal - Establish PAC and Stakeholder Coordination</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>1.2 Project Kickoff Meeting</b>								
On-site Kickoff Meeting			8	12				
<b>Subtotal - Project Kickoff Meeting</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>1.3 Project Administration</b>								
Invoicing				8			8	
Project Management/Reviews			2	12				
<b>Subtotal - Project Administration</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>

<b>Hours</b>	<b>1</b>	<b>0</b>	<b>16</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>
<b>Salary Costs</b>	<b>\$68.98</b>	<b>\$0.00</b>	<b>\$760.00</b>	<b>\$2,299.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$297.10</b>	<b>\$0.00</b>

**SUBTOTAL - SALARIES: \$3,425.58**

**LABOR AND GENERAL**

**ADMINISTRATIVE OVERHEAD (187.44%): \$6,420.91**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$25.00
Postage/Freight/Courier	\$10.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$ 963.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$998.00**

**SUBTOTAL: \$10,844.49**

**SUBCONSULTANTS FEE (W Design): \$2,040.00**

**PROFESSIONAL FEE (15%) \$1,476.97**

**TOTAL FEE: \$14,361.46**

Travel Costs			
	E3 Travel	P2 Travel	P2 ENV Travel
Mileage (rt)	460	840	
Mileage Rate \$	0.56	0.56	0.56
Mileage Cost \$	257.60	470.40	-
Hotel Rate \$	100.00	100.00	100.00
Nights	0	1	
Hotel cost \$	-	100.00	-
Meals	3	6	
Cost \$	15.00	15.00	15.00
Meal Cost \$	45.00	90.00	-
<b>Subtotal:</b>	<b>\$ 302.60</b>	<b>\$ 660.40</b>	<b>\$ -</b>
<b>TOTAL:</b>			<b>\$ 963.00</b>

**Appendix B**

**City of McCook, NE  
Airport Master Plan Update**

**INVENTORY**

WORK TASK DESCRIPTION	P-3	P-2ENV	E-3	P-2	P-1	D-1	X-2	T-1
	\$68.98	\$49.57	\$47.50	\$45.99	\$40.55	\$35.66	\$29.71	\$27.86
	hr	hr	hr	hr	hr	hr	hr	hr
<b>2.1 Initial Site Visit</b>								
Tour Airfield			4	4				
Structure Walkthrough			1	1				
Undeveloped Property Observation			1	1				
<b>Subtotal - Initial Site Visit</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2.2 Initial Documentation Review</b>								
Current and Planned Capital Improvements			1	2	1			
FAA Documentation				2	1			
State Documentation			1	2	1			
Current ALP				2				1
Tenant Activities/Operations/Business Plans				1				
Airport Activity Reports				2	1			
Local Zoning			1	2				
Existing Environmental Data/Information			1	4	1			
Topographic Maps and Aerial Photographs				1				2
<b>Subtotal - Initial Documentation Review</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>18</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>2.3 Airspace/Air Traffic Control</b>								
Analyze air traffic control for MCK (etc.)			2	4	2			2
Identify operational limitations				4				2
<b>Subtotal - Airspace/Air Traffic Control</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>2.4 Airport Service Area and Commercial Catchment</b>								
Review area airports (FBO, services, fuel, hangar storage, etc.)			2	8	2			
Develop catchment area exhibits				2				8
Develop service area exhibits				2				8
<b>Subtotal - Airport Service Area and Commercial Catchment</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>16</b>
<b>2.5 Vicinity Land Use/Land Use Control</b>								
Review existing Zoning from City/County			2	6				
Identify development limitations			1	6				
<b>Subtotal - Vicinity Land Use/Land Use Control</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2.6 Environmental Overview</b>								
Review previous EA		8		4				
Identify development limitations		16		4				
<b>Subtotal - Environmental Overview</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>0</b>	<b>24</b>	<b>17</b>	<b>68</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>25</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$1,189.68</b>	<b>\$807.50</b>	<b>\$3,127.32</b>	<b>\$364.95</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$696.50</b>
<b>SUBTOTAL - SALARIES:</b>		<b>\$6,185.95</b>						

**LABOR AND GENERAL**  
**ADMINISTRATIVE OVERHEAD (187.44%):** \$11,594.94

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

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**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** \$0.00

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**SUBTOTAL:** \$17,780.89

**SUBCONSULTANTS FEE (W Design):** \$12,319.20

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**PROFESSIONAL FEE (15%)** \$2,667.13

**TOTAL FEE:** \$32,767.23

Appendix B

City of McCook, NE  
Airport Master Plan Update

FORECAST

WORK TASK DESCRIPTION	P-3	P-2ENV	E-3	P-2	P-1	D-1	X-2	T-1
	\$68.98	\$49.57	\$47.50	\$45.99	\$40.55	\$35.66	\$29.71	\$27.86
	hr	hr	hr	hr	hr	hr	hr	hr
<b>3.1 Inventory of Historic and Current Aviation Activity and Socioeconomic Factors</b>								
Current Aviation Activity Data				8	4			
Collect and Review Historic Activity Data				4	2			
Review Existing Forecast Data				16	2			
Collect Socioeconomic Data				8	2			
<b>Activity and Socioeconomic Factors</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3.2 Prepare Aviation Forecasts</b>								
Based Aircraft				16	2			
Operations				16	2			
Fleet Mix				12	2			
Instrument Approaches				8	2			
Airport Peaking Characteristics				16	1			
COVID Impact Determination				8	1			
<b>Subtotal - Prepare Aviation Forecasts</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>76</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3.3 Prepare Working Paper #1</b>								
PAC Meeting			8	12				
Owner, NDOT & FAA Meeting			2	2				
Working Paper Development				24				
QC/Admin	4		4					
<b>Subtotal - Prepare Working Paper #1</b>	<b>4</b>	<b>0</b>	<b>14</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>4</b>	<b>0</b>	<b>14</b>	<b>150</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Salary Costs</b>	<b>\$275.92</b>	<b>\$0.00</b>	<b>\$665.00</b>	<b>\$6,898.50</b>	<b>\$811.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>SUBTOTAL - SALARIES:</b>	<b>\$8,650.42</b>
<b>LABOR AND GENERAL</b>	
<b>ADMINISTRATIVE OVERHEAD (187.44%):</b>	<b>\$16,214.35</b>
<b>DIRECT NON-LABOR EXPENSES</b>	
Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$ 963.00
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$963.00</b>
<b>SUBTOTAL:</b>	<b>\$25,827.77</b>
<b>SUBCONSULTANTS FEE (W Design):</b>	<b>\$4,656.00</b>
<b>PROFESSIONAL FEE (15%):</b>	<b>\$3,729.72</b>
<b>TOTAL FEE:</b>	<b>\$34,213.48</b>

Travel Costs			
	E3 Travel	P2 Travel	P2 ENV Travel
Mileage (rt)	460	840	
Mileage Rate \$	0.56	0.56	0.56
Mileage Cost \$	257.60	470.40	-
Hotel Rate \$	100.00	100.00	100.00
Nights	0	1	
Hotel cost \$	-	100.00	-
Meals	3	6	
Cost \$	15.00	15.00	15.00
Meal Cost \$	45.00	90.00	-
<b>Subtotal:</b>	<b>\$ 302.60</b>	<b>\$ 660.40</b>	<b>\$ -</b>
<b>TOTAL:</b>	<b>\$ 963.00</b>		

**Appendix B**

**City of McCook, NE  
Airport Master Plan Update**

**DEMAND CAPACITY / FACILITY REQUIREMENTS**

WORK TASK DESCRIPTION	P-3	P-2ENV	E-3	P-2	P-1	D-1	X-2	T-1
	\$68.98	\$49.57	\$47.50	\$45.99	\$40.55	\$35.66	\$29.71	\$27.86
	hr	hr	hr	hr	hr	hr	hr	hr
<b>4.1 Airport Capacity and Delay</b>								
Determine peaking characteristics			1	8	2			
Analyze existing capacity and delay			1	16	2			
Determine if will meet capacity and delay for forecasted growth			1	4	1			
<b>Subtotal - Airport Capacity and Delay</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>28</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4.2 Establish Facility Requirements</b>								
Runways			1	8	1			
Taxiways			1	4	1			
Safety Areas, Object Free Areas, and Obstacle Free Zones			1	8	1			
Dimensional Criteria			1	4	1			
RPZs			1	4	1			
Airfield Pavement Strength			1	2	1			
Airfield Marking and Lighting			1	2	1			
Airport NAVAIDS			1	2	1			
Aircraft Parking Apron			1	4	1			
Terminal Building			1	8	1			
FBO Facilities			1	4	1			
Aircraft Storage Hangars			1	6	1			
Fuel Storage and Dispensing			1	4	1			
Auto Access and Parking			1	8	1			
Area Land-Use Zoning			1	4	1			
<b>Subtotal - Establish Facility Requirements</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>72</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>100</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$855.00</b>	<b>\$4,599.00</b>	<b>\$811.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**SUBTOTAL - SALARIES: \$6,265.00**

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (187.44%): \$11,743.12**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00**

**SUBTOTAL: \$18,008.12**

**SUBCONSULTANTS FEE (W Design): \$1,488.00**

**PROFESSIONAL FEE (15%) \$2,701.22**

**TOTAL FEE: \$22,197.33**

**Appendix B**

**City of McCook, NE  
Airport Master Plan Update**

**ALTERNATIVES**

WORK TASK DESCRIPTION	P-3	P-2ENV	E-3	P-2	P-1	D-1	X-2	T-1
	\$68.98	\$49.57	\$47.50	\$45.99	\$40.55	\$35.66	\$29.71	\$27.86
	hr	hr	hr	hr	hr	hr	hr	hr
<b>5.1 Develop Airside Alternatives</b>								
Alternative Development (3)			2	8	2			40
QA/QC	2		4					
<b>Subtotal - Develop Airside Alternatives</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>40</b>
<b>5.2 Develop Landside/Terminal Alternatives</b>								
Alternative Development (3)			2	8	2			40
QA/QC	2		4					
<b>Subtotal - Develop Landside/Terminal Alternatives</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>40</b>
<b>5.3 Develop Terminal Building Alternatives</b>								
Alternative Development (3)			2	8	2			20
QA/QC	2		4					
<b>Subtotal - Develop Terminal Building Alternatives</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>20</b>
<b>5.4 Prepare Working Paper #2</b>								
PAC Meeting			8	12				
Owner, NDOT & FAA Meeting			2	2				
Working Paper Development				30				
QC/Admin	2		4					
<b>Subtotal - Prepare Working Paper #2</b>	<b>2</b>	<b>0</b>	<b>14</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5.5 Public Comment</b>								
On-site meeting in conjunction with PAC meeting			2	2				
<b>Subtotal - Public Comment</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>8</b>	<b>0</b>	<b>34</b>	<b>70</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>100</b>
<b>Salary Costs</b>	<b>\$551.84</b>	<b>\$0.00</b>	<b>\$1,615.00</b>	<b>\$3,219.30</b>	<b>\$243.30</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,786.00</b>

<b>SUBTOTAL - SALARIES:</b>	<b>\$8,415.44</b>
<b>LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (187.44%):</b>	<b>\$15,773.90</b>
<b>DIRECT NON-LABOR EXPENSES</b>	
Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$ 963.00
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$963.00</b>
<b>SUBTOTAL:</b>	<b>\$25,152.34</b>
<b>SUBCONSULTANTS FEE (W Design):</b>	<b>\$24,252.00</b>
<b>PROFESSIONAL FEE (15%):</b>	<b>\$3,628.40</b>
<b>TOTAL FEE:</b>	<b>\$53,032.74</b>

Travel Costs			
	E3 Travel	P2 Travel	'2 ENV Travel
Mileage (rt)	460	840	
Mileage Rate \$	0.56	0.56	0.56
Mileage Cost \$	257.60	470.40	-
Hotel Rate \$	100.00	100.00	100.00
Nights	0	1	
Hotel cost \$	-	100.00	-
Meals	3	6	
Cost \$	15.00	15.00	15.00
Meal Cost \$	45.00	90.00	-
<b>Subtotal:</b>	<b>\$ 302.60</b>	<b>\$ 660.40</b>	<b>\$ -</b>
<b>TOTAL:</b>			<b>\$ 963.00</b>

Appendix B

City of McCook, NE  
Airport Master Plan Update

AIRPORT LAYOUT PLAN DEVELOPMENT

WORK TASK DESCRIPTION	P-3	P-2ENV	E-3	P-2	P-1	D-1	X-2	T-1
	\$68.98	\$49.57	\$47.50	\$45.99	\$40.55	\$35.66	\$29.71	\$27.86
	hr	hr	hr	hr	hr	hr	hr	hr
<b>6.1 Airport Layout Plan - Existing</b>								
Airport Layout Drawing				4		4		12
Airport Airspace Drawing				4		8		30
Approach Surface Drawings				4		8		30
Departure Surface Drawings				4		8		30
Runway Centerline Drawings				2		2		8
Terminal Area Drawing				2		2		8
Land Use Drawing				2		4		16
Exhibit A Property Map				8		8		30
QC Review	2		2	12				
<b>Subtotal - Airport Layout Plan - Existing</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>42</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>164</b>
<b>6.2 Airport Layout Plan - Ultimate</b>								
Incorporate Preferred Development Concept				2		4		30
Final Draft ALP				2		4		16
Address Owner, NDOT and Client Comments				4		2		20
Final ALP				2		2		16
QC Review	2			8				
<b>Subtotal - Airport Layout Plan - Ultimate</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>82</b>
<b>6.3 Prepare Draft Report</b>								
				8				
<b>Subtotal - Prepare Draft Report</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Hours	4	0	2	68	0	56	0	246
Salary Costs	\$275.92	\$0.00	\$95.00	\$3,127.32	\$0.00	\$1,996.96	\$0.00	\$6,853.56

**SUBTOTAL - SALARIES: \$12,348.76**

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (187.44%): \$23,146.52**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00**

**SUBTOTAL: \$35,495.28**

**SUBCONSULTANTS FEE (W Design): \$16,134.00**

**PROFESSIONAL FEE (15%) \$5,324.29**

**TOTAL FEE: \$56,953.57**



**Appendix B**

**City of McCook, NE  
Airport Master Plan Update**

**AERONAUTICAL SURVEY**

WORK TASK DESCRIPTION	P-3	P-2ENV	E-3	P-2	P-1	D-1	X-2	T-1
	\$68.98	\$49.57	\$47.50	\$45.99	\$40.55	\$35.66	\$29.71	\$27.86
	hr	hr	hr	hr	hr	hr	hr	hr
<b>8.1 Aeronautical Survey</b>								
Subconsultant management				4				
SOW review				2				
ADIP project setup support				2				
Data collection support				4				
Format and provide ultimate development to sub				8				4
QC Review				8				
<b>Subtotal - Aeronautical Survey</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>

Hours	0	0	0	28	0	0	0	4
Salary Costs	\$0.00	\$0.00	\$0.00	\$1,287.72	\$0.00	\$0.00	\$0.00	\$111.44

**SUBTOTAL - SALARIES: \$1,399.16**

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (187.44%): \$2,622.59**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00**

**SUBTOTAL: \$4,021.75**

**SUBCONSULTANTS FEE (W Design): \$562.80**

**SUBCONSULTANTS FEE (Quantum): \$84,900.00**

**PROFESSIONAL FEE (15%) \$603.26**

**TOTAL FEE: \$90,087.81**

**Appendix B**

**City of McCook, NE  
Airport Master Plan Update**

**CLOSEOUT**

WORK TASK DESCRIPTION	P-3	P-2ENV	E-3	P-2	P-1	D-1	X-2	T-1
	\$68.98	\$49.57	\$47.50	\$45.99	\$40.55	\$35.66	\$29.71	\$27.86
	hr	hr	hr	hr	hr	hr	hr	hr
<b>9.1 Final Draft Report</b>								
Assemble and Submit Report				8			16	
Incorporate Comments				4			8	4
<b>Subtotal - Final Draft Report</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>4</b>
<b>9.2 PAC Approval</b>								
PAC Meeting			8	12				
<b>Subtotal - PAC Approval</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>9.3 Final Report</b>								
Submit Final Report				4			8	
<b>Subtotal - Final Report</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>4</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$380.00</b>	<b>\$1,287.72</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$950.72</b>	<b>\$111.44</b>

**SUBTOTAL - SALARIES: \$2,729.88**

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (187.44%): \$5,116.89**

<b>DIRECT NON-LABOR EXPENSES</b>	
Document Printing/Reproduction/Assembly	\$250.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Travel Costs	\$ 963.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,313.00**

**SUBTOTAL: \$9,159.77**

**SUBCONSULTANTS FEE (W Design): \$11,298.00**

**PROFESSIONAL FEE (15%) \$1,177.02**

**TOTAL FEE: \$21,634.78**

<b>Travel Costs</b>		
	<b>E3 Travel</b>	<b>P2 Travel</b>
Mileage (rt)	460	840
Mileage Rate \$	0.56	\$ 0.56
Mileage Cost \$	257.60	\$ 470.40
Hotel Rate \$	100.00	\$ 100.00
Nights	0	1
Hotel cost \$	-	\$ 100.00
Meals	3	6
Cost \$	15.00	\$ 15.00
Meal Cost \$	45.00	\$ 90.00
<b>Subtotal:</b>	<b>\$ 302.60</b>	<b>\$ 660.40</b>
	<b>TOTAL:</b>	<b>\$ 963.00</b>



**APPENDIX C  
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**APPENDIX D**

AIRPORT IMPROVEMENT AID PROJECT: 3-31-0052-015-2021  
STATE: NEBRASKA

**CERTIFICATION OF ENGINEER**

I hereby certify that I am Mark E. Williams and duly authorized representative of the firm of GARVER, LLC, whose address is 7301 West 129<sup>th</sup> Street, Overland Park, Kansas, 66213, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By \_\_\_\_\_

DATE:

\_\_\_\_\_

## APPENDIX E

### FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

#### ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

##### A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**B) Title VI Clauses for Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

## **ENERGY CONSERVATION REQUIREMENTS**

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

## **SEISMIC SAFETY**

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TAX DELINQUENCY AND FELONY CONVICTION**

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

**Certification** - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Certification** - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

## TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500**

### **DISTRACTED DRIVING**

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

### **TERMINATION OF CONTRACT**

Reference: 2 CFR § 200 Appendix II (B)

#### **Termination for Convenience**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **Termination by Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - 1) Perform the services within the time specified in this contract or by Owner approved extension;
  - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
  - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
  - 1) Defaults on its obligations under this Agreement;
  - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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**ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

**BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**CLEAN AIR AND WATER POLLUTION CONTROL**

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**CITY MANAGER'S REPORT**  
**MAY 17, 2021 MCCOOK CITY COUNCIL MEETING**

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**ITEM 4.F.** Receive and file an Engagement Letter with PFM Financial Advisors, LLC, authorizing PFM to serve as the financial advisor to the City of McCook in connection with the issuance of Combined Utilities Revenue Refunding Bonds, Series 2021.

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**BACKGROUND:**

In April, Brad Slaughter of Piper Sandler in Lincoln, presented a proposal to the City Council recommending the calling for the early redemption of the City's outstanding Combined Utilities Revenue Refunding Bonds, Series 2016, and authorizing the issuance of Combined Utilities Revenue Refunding Bonds, Series 2021, in the aggregate principal amount not to exceed \$6,600,000. The intent was to lock in a lower interest rate. The Council adopted a Resolution and Ordinance to effectuate the retiring of the 2016 Bonds and commencing the issuance of 2021 Revenue Refunding Bonds. A copy of the associated staff report is attached hereto.

In conjunction with these actions, Staff believes it will be beneficial to engage PFM Financial Advisors, LLC to represent the City of McCook's interests with respect to a potential reissue. Staff utilized PFM in 2016 when the most recent Utilities Bonds were issued. Staff also consults with PFM each year to assist the City of McCook with establishing its yearly utility rates. Per the Engagement Letter, PFM would provide financial planning services related to the issuance of Combined Utilities Revenue Refunding Bonds, Series 2021, and in return PFM would receive a fee of \$15,000, payable upon closing. Additionally, PFM would be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred.

Staff believes it is wise to have PFM work on behalf of the City of McCook. PFM would serve as our consultant. PFM has the expertise to verify actions taken will benefit the City of McCook. No Council action is necessary related to the Engagement Letter, but this item is being forwarded to the Council to assure transparency.

**APPROVALS:**

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

May 11, 2021

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

May 11, 2021



May 6, 2021

Mr. Nate Schneider  
City Manager  
City of McCook, NE  
505 West C Street  
McCook, NE 69001

Dear Nate,

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to City of McCook, Nebraska (the "Client") in connection with the issuance of Combined Utilities Revenue Refunding Bonds, Series 2021. PFM will provide, upon request of Client, financial planning and debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

**pfm**

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801 Grand  
Suite 3300  
Des Moines, IA 50309  
515.243.2600

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**pfm.com**

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has **not** designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's disclosure statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect until all related activities associated with this transaction are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this



Engagement Letter without the prior written consent of Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.



Please have an authorized official of Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

**PFM FINANCIAL ADVISORS LLC**

---

Jon Burmeister  
Managing Director



## **EXHIBIT A** **SCOPE OF SERVICES**

Financial planning and debt issue development services (Includes short term financings, bonds, loans, letters of credit and line of credit). Upon the request of Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cashflow requirements, if necessary.
- If appropriate, develop credit rating presentation and coordinate with Client the overall presentation to rating agencies.
- Assist Client in the procurement of other services relating to debt issuance such as printing, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- PFM will complete a parity certificate if required by the authorizing resolutions of outstanding parity debt.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist Client in the preparation of the offering document, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with Client.
- Provide regular updates of bond market conditions and advise Client as to the most advantageous timing for issuing its debt.
- Advise Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make definitive recommendations regarding a proposed offering to obtain the



most favorable financial terms based on existing market conditions.

- Arrange for the closing of the transaction.
- Preparation and delivery of bond financing record to Client.



**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

**1. Fixed Rate Transaction Fees**

For financial planning and services related to the issuance of Combined Utilities Revenue Refunding Bonds, Series 2021, PFM shall receive a one-time fee in the amount of \$15,000, payable upon closing.

**2. Reimbursable Expenses**

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage, internet posting and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



**EXHIBIT C**  
**INSURANCE STATEMENT**

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$40 million and \$25 million single loss/ \$50 million aggregate, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

**1. Deductibles/SIR:**

Automobile \$250 comprehensive & \$250 collision  
Cyber Liability \$25,000  
General Liability \$0  
Professional Liability (E&O) \$1,000,000  
Financial Institution Bond \$75,000

**2. Insurance Company & AM Best Rating**

Professional Liability (E&O)	Endurance American Insurance Company; (A+; XV)
	Argonaut Insurance Company; (A+; XIV)
	Everest National Insurance Company; (A+; XV)
	XL Specialty Insurance Company; (A+; XV)
	Continental Casualty Company; (A; XV)
	Starr Indemnity & Liability Company; (A; XV)
	Federal Insurance Company; (A++; XV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
	Great American Insurance Company; (A+; XV)
	U.S. Fire Insurance Company; (A; XV)
Cyber Liability	Greenwich Insurance Company (A+; XV)
	Arch Insurance Company; (A+; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Great Northern Insurance Company; (A++; XV)
Excess/Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Vigilant Insurance Company; (A++; XV)

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER  
IMPORTANT MUNICIPAL ADVISORY INFORMATION  
PFM Financial Advisors LLC**

**I. Introduction**

Public Financial Management, Inc., PFM Financial Advisors LLC, and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

***How We Identify and Manage Conflicts of Interest***

**Code of Ethics.** The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

**Policies and Procedures.** We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

**Supervisory Structure.** We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

**Disclosures.** We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

## II. General Conflict of Interest Disclosures

### *Disclosure of Conflicts Concerning the Firm's Affiliates*

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

### *Disclosure of Conflicts Related to the Firm's Compensation*

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

### *Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients*

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

### *Disclosure Related to Legal and Disciplinary Events*

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

### **III. Specific Conflicts of Interest Disclosures – City of McCook, Nebraska**

To Our knowledge, following reasonable inquiry, We make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

For competitive bonds sales, the Terms of Offering allow for underwriters to purchase a bond insurance policy on any or all of the bonds being offered for sale. In the event that a bond insurance policy is purchased by the underwriter from the municipal bond insurer Build America Mutual Assurance Company (“BAM”), the following is applicable. Two individual Board members of PFM I, LLC, a holding company which includes ownership of Public Financial Management Inc. and PFM Financial Advisors LLC (collectively, referred to as “PFM”) among other affiliates, are also members of the board of directors of municipal bond insurer Build America Mutual Assurance Company (“BAM”). Both serve on the BAM Board in their personal capacity, and not in the interests of PFM, and there are no joint business efforts between the PFM and BAM. Further, neither is involved in the day-to-day operations of either PFM or BAM. We mitigate any potential or actual conflict by requiring, in addition to our disclosure, that there be a review of the municipal securities transaction or municipal financial product recommended to ensure that it is suitable for the client in light of various factors, including the client’s needs, objectives and financial circumstances.

To Our knowledge, following reasonable inquire, we are not aware of any other actual or potential conflicts of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the City of McCook, Nebraska in accordance with applicable standards of conduct of MSRB Rule G-42.

### **IV. Municipal Advisory Complaint and Client Education Disclosure**

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB’s website at [www.msrb.org](http://www.msrb.org), and consult the MSRB’s Municipal Advisory Client brochure. The MSRB’s Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM’s Financial Advisory services are provided by Public Financial Management Inc., and PFM Financial Advisors LLC. PFM’s Swap Advisory services are provided by PFM Swap Advisors LLC. All entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

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

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**ITEM 5.A.**

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

**ITEM 5.B.**

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

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**BACKGROUND:**

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

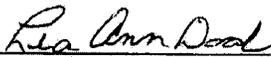
The Series 2016 Bonds mature on or after June 15, 2022. The Series 2016 Bonds are subject to redemption at the option of the City at any time on or after November 15, 2021. The redemption price would be equal to the principal amount of the Series 2016 Bonds called for redemption, plus accrued interest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

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

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

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

**APPROVALS:**

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

March 30, 2021

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

March 30, 2021

**CITY MANAGER'S REPORT  
MAY 17, 2021 CITY COUNCIL MEETING**

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**ITEM:        4.G**

Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for the Pro/Am Golf Banquet to be held in the Citta' Deli parking lot, 110 West 1<sup>st</sup> Street, on June 5, 2021 from 12:00 P.M. to 1:00 A.M.

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**BACKGROUND:**

They will be hosting this event in their parking lot. 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

May 13, 2021

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

May 13, 2021

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

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

Citta' Deli, LLC

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

110 West 1st Street, McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

121305

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6-5-21  
Event Date(s): \_\_\_\_\_

Event Start Time(s): 12:00pm \_\_\_\_\_

Event End Time(s): 1:00am \_\_\_\_\_

Alternate Date: N/A

Alternate Location Building & 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 \_\_\_\_\_

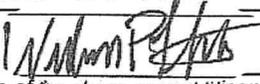
Outdoor area to be licensed in length & width: 90' X 100' (Diagram Form #109 must be attached)

Type of Event: Pro/Am Golf Banquet Estimate # of attendees: 150

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

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

Event Contact Email: billlesko1@gmail.com

\*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 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

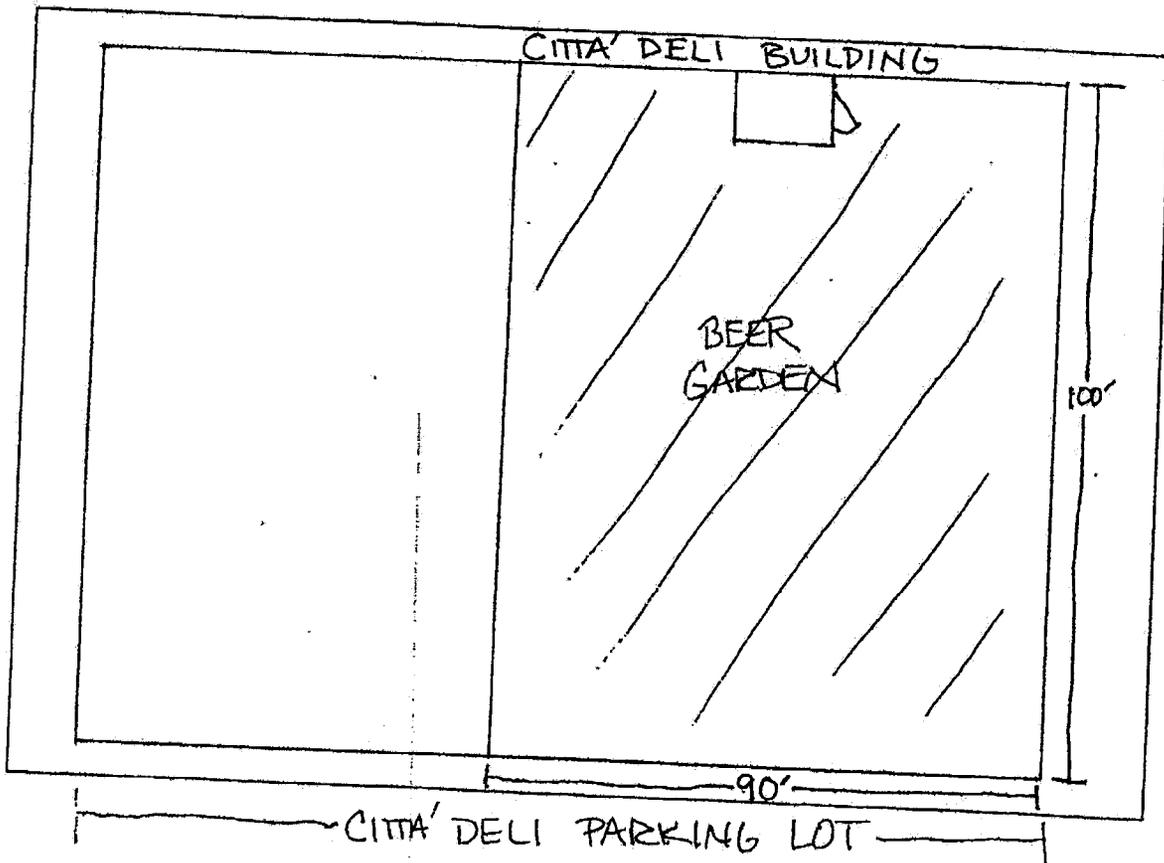
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED See Attached Security Page

- 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 Golf Pro/Am Banquet (6-5-21)**

### **Event Details**

Banquet to take place during the evening, post tournament day inside Citta' Deli and Parking Lot.

Parking lot will provide additional seating with all alcohol being sold inside.

Standard protocol will be followed when selling alcoholic beverages both at the bar and the tables.

3 Dedicated Citta' Deli Employees outside with additional security provided by 7 staff who will be inside and outside.

**CITY MANAGER'S REPORT**  
**MAY 17, 2021 MCCOOK CITY COUNCIL MEETING**

---

**ITEM 5.A.** Receive and file a request from Curt Swanhorst regarding the vacation of a perpetual easement in favor of the City of McCook located in the northern portion of the Bish Addition to the City of McCook.

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**BACKGROUND:**

Curt Swanhorst has approached city staff regarding the vacation of an easement located in the northern portion of the Bish Addition to the City of McCook. The easement was dedicated to the City of McCook in 2017 when the Bish Addition was created by the City Council. The easement is 75.67 feet wide and stretches from U.S. Hwy. 83 west 536.71 feet to the west. The easement was created by the developer of the Bish Addition to access property located to the west of the Bish Addition, should development ever occur. The property to the west that is accessible through the use of the easement is zoned agricultural. The future land use map shows the preferred land use of the property located to the west of Bish Addition as high density residential.

Mr. Swanhorst owns all of Block 2 of the Bish Addition, which is located in the Northeast Quarter of Section 24, Township 3 North, Range 30 West of the 6<sup>th</sup> P.M. A copy of the associated Trustee's Deed is attached to this report. According to Mr. Swanhorst, there are plans to construct a building on Block 2 of the Bish Addition. If possible, Mr. Swanhorst would like to locate a portion of the building on the perpetual easement granted to the City of McCook. There are perpetual easements surrounding the entirety of Block 1 and Block 2 of the Bish Addition to provide access to the property located west of the Bish Addition.

While there has been some development in this area, the agricultural land located west of Bish Addition has remained unimproved. Staff has not had a conversation with the landowner west of Bish Addition to discuss the matter. Prior to any discussion, Staff wanted to provide Mr. Swanhorst an opportunity to discuss the matter with the City Council.

**APPROVALS:**

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

May 11, 2021

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

May 11, 2021

Recorded November 20, 2020, 3:15 am  
Inst. No. 2020-02011  
Fees: \$ 16.00 Pages 2  
Penelope Cooper, Deputy  
Register of Deeds, Red Willow County, NE

NEBRASKA DOCUMENTARY STAMP TAX	
Date	<u>11/20/20</u>
\$	<u>472.50</u> By <u>[Signature]</u>

**AFTER RECORDING RETURN TO:**

McCook Abstract Company  
PO Box 648  
McCook, NE 69001

## TRUSTEE'S DEED

Aaron Mark Bishop, Trustee of the A.M. Bishop Family Trust, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, **CCJH, LLC, a Nebraska limited liability company**, the following described real estate in **Red Willow County, Nebraska**:

Block 2, Bish Addition to McCook and a subdivision of part of the Northeast Quarter of Section 24, Township 3 North, Range 30 West of the 6<sup>th</sup> P.M., and use of the perpetual easement for road and utilities, according to the recorded plat of Bish Addition, Instrument No. 2017-01517, AND a portion of Bish Addition in the City of McCook, more particularly described as follows: Beginning at the Northeast corner of Block 2, of said Bish Addition; thence N89°42'00"W (all bearings used in this description are relative to the North line of said Block 2 assumed to be N89°42'00W) on the North line of Block 2, a distance of 345.39 feet; thence N00°21'15"E, a distance of 70.03 feet to the southwest corner of Block 16, Four Corners Addition to McCook; thence S89°42'00"E on the south line of Block 16, a distance of 345.72 feet to a point on the west right-of-way line of U.S. Highway 83, and east line of said Bish Addition; thence S00°37'51"W on said east line, a distance of 70.03 feet to the point of beginning; SUBJECT TO perpetual easement for road and public utilities as shown on Plat of Bish Addition, and SUBJECT TO easement for access to Block 16 of Four Corners Addition as shown on plat of Bish Addition. All in Red Willow County, Nebraska.

GRANTOR covenants with GRANTEES that GRANTOR:

- (1) is lawfully seized of such real estate that it is free from encumbrances; EXCEPT subject to easements, reservations, and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against any acts of the GRANTOR.

Executed Oct 15, 20 20



A. M. Bishop Family Trust

By Aaron Mark Bishop Trustee  
By Aaron Mark Bishop, Trustee

STATE OF Arkansas  
COUNTY OF Crawford

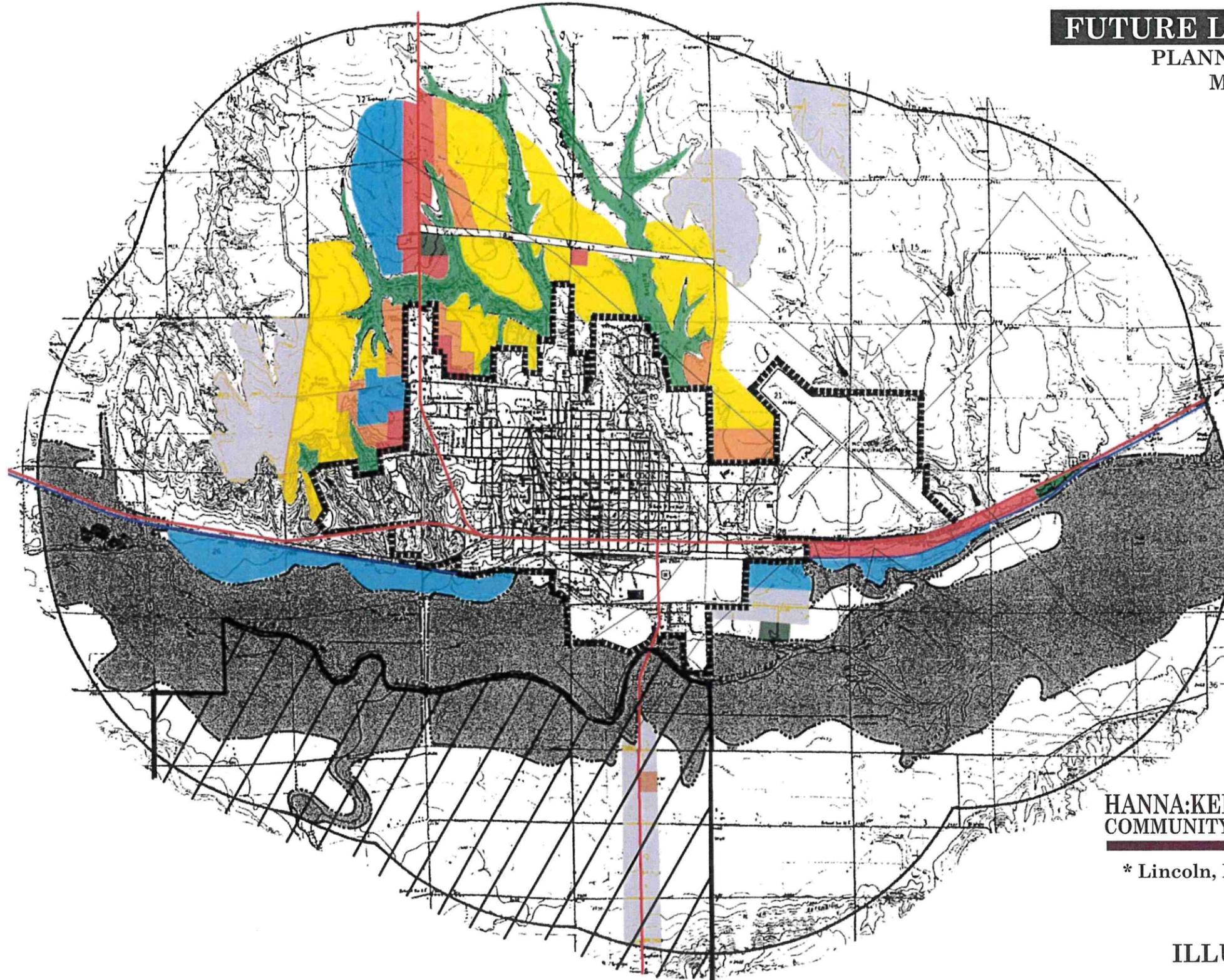
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October,  
2020 by Aaron Mark Bishop, Trustee of the A.M. Bishop Family Trust.

Katrina Burris  
Notary Public

My Commission expires 01/25/2028



**FUTURE LAND USE MAP**  
**PLANNING JURISDICTION**  
**MCCOOK, NEBRASKA**



**LEGEND**

[White box]	VACANT / AGRICULTURE
[Green box]	PARKS/RECREATION
[Dark Green box]	PUBLIC/QUASI-PUBLIC
[Yellow box]	SINGLE FAMILY RESIDENTIAL
[Orange box]	MULTIFAMILY RESIDENTIAL
[Light Brown box]	MOBILE HOME RESIDENTIAL
[Grey box]	LARGE LOT RESIDENTIAL
[Red box]	COMMERCIAL
[Blue box]	INDUSTRIAL
[Stippled box]	100-YEAR FLOODPLAIN
[Hatched box]	WELLHEAD PROTECTION AREA
[Thick black line]	CORPORATE LIMIT LINE
[Red line]	HIGHWAY CORRIDOR
[Blue line]	RAILWAY CORRIDOR

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

\* Lincoln, Nebraska \* 402.464.5383 \*

**ILLUSTRATION 4.5**

**CITY MANAGER'S REPORT  
MAY 3, 2021 MCCOOK CITY COUNCIL MEETING**

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ITEM **5.B.** Continue discussion regarding a request from Habitat for Humanity regarding property located at 1107 West 4<sup>th</sup> Street.

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**BACKGROUND:**

At the May 3, 2020 McCook City Council meeting, Habitat for Humanity requested that the City Council consider donating or selling at a reduced price, real estate located at 1107 West 4<sup>th</sup> Street. Currently, the property is not owned by the City of McCook, but the City of McCook has a special assessment against the property that can be foreclosed. If a foreclosure occurs, the property could be sold at a sheriff's sale in December of 2021.

Pursuant to Habitat for Humanity's request, the council asked staff to review the costs associated with the demolition of the structures located at 1107 West 4<sup>th</sup>. In particular, the Council asked for a breakdown of the line-items classifications used to pay for the demolition project. The demolition expense breakdown is as follows:

- \$7,900.00 - ACE Funds to Demolish House
- \$765.00 - ACE Funds for Asbestos Inspection
- \$1,100 - General Funds for Legal and Publishing Costs
- \$5,561.60 - Enterprise Funds for Transfer Station Charges

Staff has discussed the request from Habitat for Humanity. As mentioned above, there was a mixture of ACE funds, general funds, and enterprise funds utilized to demo the unsafe residence. Staff is excited that Habitat for Humanity is interested in developing the lot. It is hard to find developers willing to build in-fill housing. Staff also wants to assure that taxpayer and enterprise fund dollars are being used appropriately. One possible solution discussed at the staff level is to establish a flat purchase rate for city owned lots that were subject to the Health Board/unsafe building process. A number Staff discussed was \$5,000. By establishing a consistent purchase price, the City Council could recoup some of the costs associated with a city approved demolition project, while making the lot affordable for in-fill development. Alternatively in the current case, the Council could discount the price by the amount of ACE funds used (\$8,565.00). This possibility was discussed by the Council at the previous meeting.

**APPROVALS:**

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

May 11, 2021

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

May 11, 2021

\_\_\_\_\_  
Nathaniel J. Mustion, City Attorney

May 11, 2021

**CITY MANAGER'S REPORT**  
**MAY 3, 2021 MCCOOK CITY COUNCIL MEETING**

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ITEM 4.A. Receive and file a request from Habitat for Humanity to consider future development of 1107 West 4<sup>th</sup> Street.

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**BACKGROUND:**

In 2018, a fire occurred at 1107 West 4<sup>th</sup> Street. The property was badly damaged and the property was declared unsafe by McCook's Building Inspector. City Staff took the required steps to notify the property owner, and other potential interested parties, of the unsafe building determination. After all appropriate steps were taken, Staff moved forward with the demolition of the property. A special assessment was issued against the property for the costs associated with the demolition. The property has remained abandoned for approximately two years.

Habitat for Humanity has recently contacted City Staff to determine if the lot would be available for the construction of a new residential home. Kent Been of Habitat for Humanity would like to make a presentation to the McCook City Council regarding a potential construction project. The special assessment can be foreclosed at any time, but the sale can't be confirmed until December of 2021. The total amount of the special assessment is \$15,326.50. This sum represents the amount of money the City of McCook spent to remove the unsafe building.

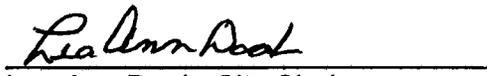
A special assessment foreclosure would require the City of McCook to file an application in the Red Willow County District Court. An order would be issued by the District Court allowing the property to be sold. At the end of the foreclosure process, a sheriff's sale would take place, at which time the City's special assessment amount would be the default bid of the City of McCook. If there are no bids that exceed the City's special assessment, the property would become the City of McCook's.

Habitat for Humanity specifically would like the City Council to determine whether the lot could be given to their group for a residential construction project, or in the alternative, Habitat for Humanity would like the City Council to sell the lot at a discounted price. The City Council would have to determine how it would like to proceed with such a request.

**APPROVALS:**

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

April 28, 2021

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

April 28, 2021

  
\_\_\_\_\_  
Nathaniel J. Mustion, City Attorney

April 28, 2021

Recorded January 19, 2018, 1:35 P.M.  
Instrument No. 2018-00091

Recording Fees: \$10.00 Pages: 1

Lea Ann Doak  
Register of Deeds Red Willow County, NE

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

After Recording Return to:

Lea Ann Doak, City Clerk  
City of McCook  
PO Box 1059  
McCook NE 69001-1059

**NOTICE OF UNSAFE BUILDINGS**

To SARAH L. WEDERSKI, %LELAND & ELISABETH KLECKNER owner of the premise known and described as:

Block Six (6), Lot Ten (10), Third Addition  
to the City of McCook, Red Willow County, Nebraska  
(Parcel ID 000817400, Address: 1107 West 4<sup>th</sup> Street)

You are hereby notified that the residential structure on the premises above mentioned has been determined to be an unsafe building and a nuisance by Marc Harpham, City of McCook Fire/EMS Chief after inspection by Barry Mooney, City of McCook Building Inspector on January 18, 2018. The causes for this decision are:

As the result of a residential structure fire, the above mentioned structure has been determined to have been damaged beyond fifty percent (50%) and poses a hazard due to the potential of collapse and unsecured walls, floors, and other parts of the structure.

You must remedy this condition or demolish the building within sixty (60) days from the date of receipt of this notice or the Municipality will proceed to do so at owners expense. Appeal of this determination may be made to the Building Advisory and Appeals Board, by filing with the Municipal Clerk within ten (10) days from the date of receipt of this notice a request for a hearing. **SEE SECTION 150.306 OF THE CITY OF MCCOOK CODE ORDINANCES REFERENCE THIS NOTICE.**

DATE: January 19, 2018.

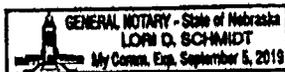
Lea Ann Doak

Lea Ann Doak, City Clerk

**Acknowledgement**

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF RED WILLOW )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January, 2018 by Lea Ann Doak, City of McCook, City Clerk.



Lori D. Schmidt  
Notary Public



RESOLUTION NO. 2019-16

FIXING ASSESSMENTS FOR DEMOLITION COSTS TO ABATE NUISANCES

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

SECTION 1. The following lots and parcels of real estate are found to have been specially benefitted in the amount set out for demolition to abate nuisances. Pursuant to Section 95.03 of the City of McCook Code of Ordinances, it is hereby ordered that a special tax assessment be levied this date on the tracts of real estate set out below in the amounts set out for the demolition charges:

<u>OWNER OF RECORD</u>	<u>LEGAL DESCRIPTION</u>	<u>ASSESSMENT AMOUNT</u>
Sarah L. Wederski %Leland & Elisabeth Kleckner 1200 S Oak Street Apartment 6F North Platte NE 69101-6519	Third Addition Block 6, Lot 10	\$15,326.50

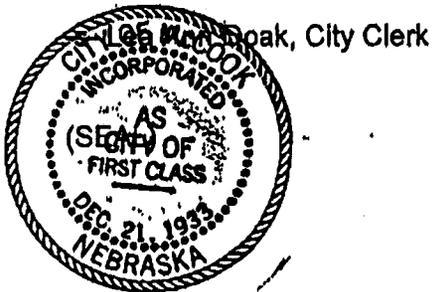
SECTION 2. That such assessments shall be a lien on the property on which it is levied from the date of levy; becomes due and payable upon the date of levy; and when so paid, the lot, piece or parcel of ground against which it was assessed shall be released from the lien or charge of such levy.

SECTION 3. That the City Clerk of said City of McCook, Red Willow County, Nebraska shall furnish to the County Treasurer of said county a copy of this resolution and to the County Clerk of said county, a certified copy thereof.

PASSED AND APPROVED THIS 16<sup>th</sup> day of December, 2019.

-s- Michael Gonzales, Mayor

ATTEST:



**CITY MANAGER'S REPORT**  
**MAY 17, 2021 MCCOOK CITY COUNCIL MEETING**

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**ITEM 5.C.**

Discussion regarding the City Council's preference with regard to the reporting of items that only require staff action per the newly adopted 'Topic For Consideration for City Council Agenda' form.

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**BACKGROUND:**

At a prior McCook City Council meeting, the City Council approved the removal of the Citizens' Comments portion of the agenda in favor of adopting a written form that will allow citizens to place their items on the Council agenda in compliance with Nebraska's Open Meetings Act. The form is titled 'TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA.' The form has a section at the bottom that details items that were addressed by Staff, negating the need for Council action. Staff would like input from the Council as to how the Council would prefer the items addressed by Staff be reported to the Council.

**APPROVALS:**

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

May 11, 2021

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

May 11, 2021

**CITY MANAGER'S REPORT**  
**MAY 17, 2021 MCCOOK CITY COUNCIL MEETING**

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**ITEM 5.D.** Discussion regarding the McCook City Council's prioritization of current general and enterprise fund needs and potential general fund projects.

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**BACKGROUND:**

This past April, the City Council had a discussion regarding prioritizing various general and enterprise fund expenses and projects. Mayor Gonzales suggested that the City develop a system to identify each department's greatest needs. Mayor Gonzales's suggestion included four categories: Staffing needs, capital outlay needs, infrastructure and growth needs, and health and wellness projects. The Council instructed staff to create a prioritization list for each department and the city as a whole. Staff has discussed these items internally and would like to share their thoughts with the Council.

**APPROVALS:**

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

May 11, 2021

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

May 11, 2021