

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, February 7, 2022
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held January 24, 2022.
 1. Adjourn the Public Hearing.
 - B. Receive and file the minutes of the October 25, 2021 Economic Development Plan Citizen's Advisory Review Committee meeting.
3. Consent Agenda.
 - A. Approve the minutes of the January 17, 2022 regular City Council meeting.
 - B. Receive and file the confirmation of an emergency purchase of one new John Deere 5115M Utility Tractor with a John Deere 540R Standard Farm Loader for the Street Department, from AKRS Equipment Solutions at a cost of \$88,000.00, due to the ongoing supply chain issues.
 - C. Approve the application for a Special Designated Liquor License submitted by Kahshoe Enterprises, LLC, Liquor License #C-097936, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on March 19, 2022 from 4:30 P.M. to 11:30 P.M.
 - D. Receive and file the minutes of the November 2021 Library Advisory Board meeting and the April 6, 2021, July 6, 2021, and the October 11, 2021 Senior Center Advisory Board meeting.
 - E. Ratify the Mayor's appointments to the Airport Advisory Commission - reappointing Doug Skiles and Mike Kugler - terms expire November 2024; the Economic Development Plan Loan Committee - reappointing Kent Crow and Doug Skiles - terms expire March 2026; the Housing Agency Board - reappointing Shane Fagot - term expires June 2026; and the Planning Commission - reappointing Chad Lyons and Dale Dueland - terms expire September 2024.

- F. Approve the issuance of a Request for Qualifications for health insurance brokerage services, with said qualifications due to the City of McCook by March 8, 2022 at 4:30 P.M.
 - G. Receive, file, and ratify Amendment No. 02 to the loan contract between the Nebraska Department of Environment and Energy and the City of McCook, Project No. D311560.
 - H. Authorize Viaero Fiber Networks, LLC to occupy City of McCook Right-of-Way for the installation of communications cable and handholes (vaults) along the south side of East "C" Street and along the west side of East 11th Street and authorize the Mayor to sign the Application to Occupy Right-of-Way.
 - I. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Farm to Table Dinner, at the Keystone Business Center, 402 Norris Avenue, on February 22, 2022 from 3:00 P.M. to 11:00 P.M.
 - J. Approve, and authorize the Mayor to sign, a lease agreement between the City of McCook and Blackwood Enterprises, LLC for the use of the parking lot located 526 West "B" Street a/k/a McCook's old public safety center.
 - K. Approve a Fixed Base Operator Lease Agreement with Cleo Spencer, D/B/A Red Willow Aviation and authorize the Mayor to sign.
 - L. Approve a Sublease Agreement between Cleo Spencer, d/b/a Red Willow Aviation and J&S Aviation Services, LLC, and authorize the execution of any accompanying documents.
 - M. Approve the City of McCook using the Nebraska Single Bank Pooled Collateral Method of pledging collateral, allowing MNB Bank to utilize this method of pledging collateral for our public funds, and ratify the Nebraska Bankers Insurance and Services Company Consent to Access Reports on the Administrator's Website.
4. Regular Agenda.
- A. Ordinance No. 2022-3035 amending City of McCook Code of Ordinances, Chapter 38: Fee Schedule, Appendix M: Building Regulation and Zoning Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2022-3035 upon its first reading.
 - B. Ordinance No. 2022-3034 redacting Section 31.05 of the City of McCook Code of Ordinances, Chapter 31: City Policies, Travel Expenses, and adopting Section 34.40 - to the City of McCook Code of Ordinances, Chapter 34: Purchasing Regulations, Travel Expenses and Miscellaneous Expenses.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2022-3034 upon its second reading.
 - C. Council Comments.
 - D. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to litigation as evidenced by communication of notice of appeal from SBA Towers IV, LLC of the special exception granted to Parallel Infrastructure for a telecommunications tower.
 - 1. Nebraska Open Meetings Act statement, if a motion to close passes.

2. If moved into Executive Session, motion to close.
Adjournment.

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 2.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held January 24, 2022.

ITEM: 2.B. Receive and file the minutes of the October 25, 2021 Economic Development Plan Citizen's Advisory Review Committee meeting.

BACKGROUND:

Quarter Economic Development Plan Citizen's Advisory Review Committee meetings were held on October 25, 2021 and January 24, 2022. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

January 31, 2022



Nathan A. Schneider, City Manager

January 31, 2022

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on February 7, 2022 at 5:30 p.m. in the City Council Chambers of the McCook Municipal Center concerning the findings and suggestions of the LB840 Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook. Individuals requiring physical or sensory accommodations including interpreter services, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak,
City Clerk-Treasurer

Publish: January 27, 2022

EXHIBIT #2

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AGENDA

**ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE**

QUARTERLY MEETING

MONDAY JANUARY 24, 2022

12:00 P.M.

AT THE HERITAGE SENIOR CENTER CONFERENCE ROOM

CALL TO ORDER

*A Copy of the Open Meetings Act is posted and available for public review in the meeting room at the Keystone conference room.

- ITEM NO. 1** Review and approve minutes of October 25, 2021 meeting
- ITEM NO. 2** Review LB840 Economic Development Program quarterly reports
- ITEM NO. 3** Update of Revenues Collected to Date
- ITEM NO. 4** Economic Development Director Report
- ITEM NO. 5** Open discussion
- ITEM NO. 6** Next meeting date: April 25, 2022
- ITEM NO. 7** Adjournment

EXHIBIT #3

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McCook Growth Fund (LB840) PROGRAM BALANCES (MEDC format)

Program Year 10/01/21 - 9/30/22

12/31/2021

	Beginning	YTD	YTD	Ending	Program
	Cash on Hand	Receipts	Expenditures	Balance	Total
Loan & Grant Program	\$ 618,260.63	\$ 75,963.18	\$ 134,448.90	\$ 559,774.91	
Loan Repayments		\$ 25,882.34	\$ -	\$ 25,882.34	
Legal			\$ 512.50	\$ (512.50)	
Publishing			\$ 28.00	\$ (28.00)	
Miscellaneous		\$ -		\$ -	
Interest		\$ 210.27		\$ 210.27	
TOTAL				<u>\$ 585,327.02</u>	\$ 585,327.02
 Ending Balance					 <u><u>\$ 585,327.02</u></u>
 MEDC Administration	\$ -	\$ 33,990.00	\$ 33,990.00	\$ -	

McCook Growth Fund (LB840) AVAILABLE FUNDS

Program Year 10/01/21 - 9/30/2022

Balances as 12/31/2021

	Program Balance	Funds Allocated	Project Commitments	Available
Loan, Grants and Projects	\$ 585,327.02			
Housing				
Rez Housing		\$140,000.00		
Housing Study		\$12,240.00		
Early Childhood Education				
New Provider Scholarship/Startup Funds		\$20,800		
Business Assistance				
Digital Façade Program		\$667		
Total Reserved and Committed		<u>\$ 173,707.10</u>	\$ -	
Total Funds Available				<u><u>\$ 411,619.92</u></u>

LB840 PROGRAM BALANCES

12/31/2021

Unaudited

	(C) BEGINNING CASH ON HAND 10/1/2021	(D) FY 21/22 ANTICIPATED RECEIPTS	(E) FY 21/22 YTD RECEIPTS	(F) FY 21/22 YTD EXPENDITURES	(G) ENDING PROGRAM BALANCES (C+E-F=G)
Motor Vehicle Sales Tax ** (**Not available to MEDC)	\$ 261,051.91	\$ 38,200.00	\$ 11,328.48	\$ -	\$ 272,478.26
Interest			\$ 97.87		
Loan/Grant/Program	\$ 618,260.63	\$ 275,642.00	\$ 75,963.18	\$ 134,448.90	\$ 585,327.02
Loan Repayment		\$ 100,000.00	\$ 25,882.34		
Legal				\$ 512.50	
Publishing				\$ 28.00	
Miscellaneous				\$ -	
Interest			\$ 210.27		
MEDC Administration	\$ -	\$ 135,960.00	\$ 33,990.00	\$ 33,990.00	\$ -
BALANCES	\$ 879,312.54	\$ 549,802.00	\$ 147,472.14	\$ 168,979.40	\$ <u>857,805.28</u>

McCook Growth Fund 340) Loan Status Report
09/30/2021

Current Loans	Loan Amount (a)	Late Payment Fees (b)	Interest Rate	Loan Term (Years)	Date Loan Made	Interest Earned (c)	Payments Made (d)	Loan Balance Remaining (a+b+c-d)	Loan Status
J and A Mullen, LLC	\$ 56,500.00	\$ -	3%	10	4/30/2020	\$ 2,513.27	\$ 10,366.59	\$ 48,646.68	Current
Early Morning Cackle, LLC	\$ 55,700.00	\$ 210.00	3%	10	3/1/2020	\$ 2,664.70	\$ 11,078.65	\$ 47,496.05	Current
Straight Align, LLC	\$ 50,000.00		3%	10	11/1/2019	\$ 2,644.72	\$ 12,552.80	\$ 40,091.92	Current
C5, LLC (Laundromat)	\$ 50,000.00		3%	10	2/1/2019	\$2,646.67	\$ 45,000.00	\$ 7,646.67	Current
Bailey Kool dba Head 2 Toe Spa	\$ 10,000.00		3%	5	5/1/2018	\$689.01	\$ 7,849.12	\$ 2,839.89	Current
American Agricultural Laboratory	\$ 75,000.00		2%	10	2/5/2017	\$5,711.27	\$ 40,715.95	\$ 39,995.32	Current
MEDC North Pointe Phase I TIF Bond	\$ 208,000.00		0%	22	4/2/2015	\$0.00	\$ 99,552.11	\$ 108,447.89	Current
Clary Village Equity (Non-Recourse Loan - to be paid from residual cash flow)	\$ 120,000.00		4%	15	3/16/2015	\$33,270.38	\$ 28,103.60	\$ 125,166.78	Current
MEDC Clary Village TIF	\$ 178,622.92		0%	17	3/16/2015	\$0.00	\$ 70,010.65	\$ 108,612.27	Current
East Ward Village (Non-Recourse Loan - to be paid from residual cash flow)	\$ 105,000.00		2%	15	7/11/2012	\$14,447.01	\$ 73,746.58	\$ 45,700.43	Current
Totals	\$ 908,822.92	\$ 210.00				\$64,587.03	\$398,976.05	\$ 574,643.90	

CITY OF MCCOOK
LB840
RECEIPT REGISTER
10/01/2021 - 12/31/2021

	Total Receipt	MV Sales Tax	Receipt Breakdown	
			Loan/Grant Prog	MEDC Adm
10/21/21 Nebr Dept of Rev	\$ 36,757.92		\$ 25,427.92	\$ 11,330.00
11/19/21 Nebr Dept of Rev	\$ 35,651.34		\$ 24,321.34	\$ 11,330.00
12/21/21 Nebr Dept of Rev	\$ 37,543.92		\$ 26,213.92	\$ 11,330.00
10/21/21 MV - Nebr Dept of Rev	\$ 4,408.15	\$ 4,408.15		
11/19/21 MV - Nebr Dept of Rev	\$ 3,755.39	\$ 3,755.39		
12/21/21 MV - Nebr Dept of Rev	\$ 3,164.94	\$ 3,164.94		
10/31/21 Interest	\$ 102.18	\$ 97.87	\$ 4.31	
11/30/21 Interest	\$ 124.48		\$ 124.48	
12/31/21 Interest	\$ 81.48		\$ 81.48	
10/12/21 Loan Repayment	\$ 2,923.51		\$ 2,923.51	
10/12/21 Kool - Loan Repay	\$ 180.00		\$ 180.00	
10/12/21 Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/12/21 C5 LLC - Loan Repay	\$ 500.00		\$ 500.00	
10/12/21 Mullen - Loan Repay	\$ 545.61		\$ 545.61	
10/12/21 Str Align - Loan Repay	\$ 482.80		\$ 482.80	
10/12/21 American Ag Lab - Loan Repay	\$ 690.11		\$ 690.11	
10/12/21 EMC - Loan Repay	\$ 538.42		\$ 538.42	
10/25/21 Clary Village Equity Loan	\$ 705.20		\$ 705.20	
12/20/21 C5 LLC - Loan Repay	\$ 1,000.00		\$ 1,000.00	
12/20/21 Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/20/21 Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
12/20/21 Str Align - Loan Repay	\$ 482.80		\$ 482.80	
12/20/21 C5 LLC - Loan Repay	\$ 500.00		\$ 500.00	
12/20/21 Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/20/21 Kool - Loan Repay	\$ 179.69		\$ 179.69	
12/20/21 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
12/20/21 EMC - Loan Repay	\$ 1,106.84		\$ 1,106.84	
12/20/21 Str Align - Loan Repay	\$ 482.80		\$ 482.80	
12/20/21 Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/20/21 C5 LLC - Loan Repay	\$ 500.00		\$ 500.00	
12/20/21 Kool - Loan Repay	\$ 180.00		\$ 180.00	
12/20/21 Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
12/20/21 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
12/20/21 East Ward Village - Loan Repay	\$ 8,180.00		\$ 8,180.00	
12/21/21 Clary - Loan Repayment	\$ 2,233.14		\$ 2,233.12	
	\$ 147,472.14	\$ 11,426.35	\$ 102,055.77	\$ 33,990.00
				\$ 147,472.12

CITY OF MCCOOK
 LB840 FUND
 CHECK REGISTER
 10/01/2021 - 09/30/2022

PAYEE	DESCRIPTION	ACCT. NO.	DATE	CK NO.	AMOUNT
McCook Economic Development	Innovatve Housing Program	45 068 54465	10/14/21	1371	\$ 20,000.00
	Infant Incentives	45 068 54465			\$ 3,750.00
	Adminlstration	45 068 54885			\$ 11,330.00
McCook Economic Development	Adminlstration	45 068 54885	11/10/21	1372	\$ 11,330.00
McCook Gazette	Publshing	45 068 54020	11/10/21	1373	\$ 15.20
McCook Economic Development	Digital Façade Program	45 068 54465	12/01/21	1374	\$ 833.90
	Infant Incentives	45 068 54465		1374	\$ 2,250.00
	North Pointe Redevelopment	45 068 54465		1374	\$ 7,615.00
				1375	VOID
McCook Economic Development	Adminlstration	45 068 54885	12/08/21	1376	\$ 11,330.00
MBSM&S, PC, LLO	Hot Tub Brokers	45 068 54465	12/13/21	1377	\$ 100,000.00
Cline Williams	Legal	45 068 54030	12/15/21	1378	\$ 512.50
McCook Gazette	Publshing	45 068 54020	12/15/21	1379	\$ 12.80

TOTAL \$ 168,979.40

TOTAL BY PROGRAM

Publshing	45 068 54020	\$ 28.00
Legal	45 068 54030	\$ 512.50
LB840 Loan/Grant/Programs	45 068 54465	\$ 134,448.90
LB840 Street Sales Tax Res	45 068 54835	\$ -
LB840 MEDC Adminlstration	45 068 54885	\$ 32,990.00

TOTAL \$ 167,979.40

**McCook Growth Fund (LB840) Economic Development Program
First Quarter Report
October 1, 2021-September 30, 2022**

Approved, but not yet completed or paid:

Early Childhood Education New Provider Scholarship/Startup Funds 2019/2020 \$20,800

McCook Community 4 Kids Core Team has seen success developing programs to improve childcare access and quality. The MEDC initiatives have gone towards funding education and startup expenses for childcare programs, providing an incentive for providers to increase the number of infants they serve, and to provide scholarships for students to complete early childhood education programs and work in the area of early childhood education. This year, with assistance from state grants and local support, C4K is also looking to provide current providers with incentives to participate in the state's quality initiatives.

Digital Façade Program 2020 \$667.00

This program from McCook Economic Development Corporation will provide up to a \$3,500 match to help businesses upgrade their digital presence. The program is meant to be a partnership to provide guidance and financial assistance to help businesses increase their in-store revenue and potentially on-line revenue to create employment. Applicants will be reviewed by a committee before being approved and all expenses will be reimbursed with proof of purchase. This program is sunsetting as there is only one applicant left that has \$667.00 in approved funds.

Rez Housing Purchase 2021 \$140,000

When the section of land on Seminole and Park became available for purchase, MEDC board approved purchasing the land. The goal is to recruit a developer or homebuilder to increase the community's housing stock on the land. The purchase was \$210,000. MEDC board approved an initial payment of \$70,000, with a loan covering the rest of the price, but have allocated up to the full purchase price through the LB 840 fund. The board elected to borrow a portion of this initially, as rates are low and it keeps additional funds in the LB 840 account if an opportunity would arrive to help the community.

Housing Study 2021 \$12,240

MEDC had a committee interview two firms that offer housing studies. Based on the committee's recommendation, MEDC agreed to work with Hanna:Keelan on an updated housing study. This will allow us to market our property to developers better and allow us to expand our use of TIF financing with a Workforce Housing Plan. This amount is lower this month as MEDC received a \$5,760 grant from NIFA to assist with the housing study.

LB 840 Expenses in the 1st Quarter

Loan, Grant, and Program Fund

Housing Match **2019** **\$20,000**

This housing match is \$20,000 for an innovative housing grant proposal. The State of Nebraska had \$2,000,000 in housing trust fund left after the initial application round. The state opened up innovative housing proposals. We worked with Cambridge and Benkelman to put together a regional proposal that was awarded. The pool of money is to be used between the three communities for capital to build workforce housing. We have been awarded a \$405,000 grant for the innovative housing proposal. We have accepted a bid from Wardcraft and will be putting a new house up on W. 9th and Q St. later this year. The basement foundation is laid and the house is expecting to be delivered in late February/early March.

Infant Incentives **2021** **\$6,000**

MEDC continues to offer programs to increase capacity and quality of early childhood education. Most of the expenses from LB 840 have gone to centers and providers who have expanded infant capacity. MEDC has leveraged local, state, and federal grants to also help these programs. Providers who have participated in at least one program have grown our childcare capacity by over 120 spots and we've had 5 providers advance one step in the state's Step Up to Quality program. Two centers (Bee Little and BlessEngs) were able to take in all the extra children who lost spots at Hillcrest Little Folks except for one.

Digital Façade **2021** **\$833.90**

We've had three businesses who have received digital façade improvement dollars. Sehnert's bakery used the digital façade dollars to add on-line ordering last Christmas to be able to sell and ship baked goods across the country. Sehnert's sold more Stolen Bread last year than ever. VK Electronics used the digital façade to invest in an upgraded website with eCommerce capabilities to be able to sell outside our trade area. The final recipient has been Honorbound IT, who used the match to purchase video and audio recording equipment to be able to use content market to expand their market reach to North Platte and northwest Kansas.

Hot Tub Brokers, LLC (Jody and Wayne Stewart) **2021** **\$100,000.00**

Jody and Wayne Stewart recently purchased Hot Tub Brokers. Jody has been the general manager for about the last decade. The purchase was only possible with MEDC providing a gap loan to assist in the business purchase. This has helped this business transition to the next generation of ownership and retained four jobs and significant retail sales in McCook.

North Pointe Redevelopment **2021** **\$7,615.00**

MEDC has done the legwork to have a redevelopment agreement for North Pointe approved by the planning commission, CDA, and city council. This will allow MEDC or another developer the

opportunity to use TIF financing to provide assistance in developing the infrastructure of roads, water, and sewer in the North Pointe development area, potentially creating 25 residential lots.

Seminole Purchase Closing Costs

2021

\$719.25

Other Expenses

Program Administration and Operations

10/14/2021

\$11,330.00

Program Administration and Operations

11/10/2021

\$11,330.00

Program Administration and Operations

12/08/2021

\$11,330.00

**ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE
MEETING MINUTES**

Monday – October 25, 2021
12:00 P.M. at the Heritage Senior Center Conference Room

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by Chairperson Sean Wolfe and began at 12:20 P.M.

A copy of the Open Meetings Act is posted on the City of McCook website and available for public review.

Present: Chairperson Sean Wolfe; Nate Schneider, City Manager; Tracy Burkey, Recording Secretary; Members, Sarah Renner, Jordan Johnson, Bob Elder, Jeanette Peters, and Andy Long, EDC Director.

Absent: Alexis Davidson and Leon Kuhlen.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 22, 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 all members of the Economic Development Plan Citizen's Advisory Review Committee. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

(1) REVIEW AND APPROVE MINUTES OF JULY 26, 2021 MEETING.

Johnson introduced a motion to approve the July 26, 2021 minutes; Peters seconded the motion. All members present voted in the affirmative. Motion passed. 5 VOTES YEA, 0 NAY, 2 ABSENT.

(2) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Director Long reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/01/20 - 09/30/21 program year with the committee.

As of 9/30/2021 the LB840 Program balance is \$618,193.71. Funds currently allocated in the amount of \$192,301.15. Leaving an available balance of \$425,892.56 of unallocated funds.

(3) UPDATE OF REVENUES COLLECTED.

Long reviewed the McCook Growth Fund Loan Status Report and all loans are current. Long also reviewed the LB840 Program Balances report, receipt register and check register with the committee.

EXHIBIT #4

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(4) ECONOMIC DEVELOPMENT DIRECTOR REPORT

Housing Match

The housing match is \$20,000 for an innovative housing grant proposal. The pool of money is to be used between McCook, Benkelman and Cambridge. The \$20,000 pays for construction site preparation. We have been awarded a \$405,000 grant for the innovative housing proposal. Benkelman has completed a home and has it for sale. McCook has started construction on foundation and basement. A Wardcraft home is expected to be delivered in February 2022. Once these two projects are done we will start working on the Cambridge home.

Early Childhood Education New Provider Scholarship/Startup Funds

The Early Childhood Education program has been a huge success. At this point, with this program we have increased the number of childcare spots by 120 children. Most of the spots are due to Bee Little Childcare Center and BlessEng's Childcare Center. Funds are still available if any other provider is in need. MEDC has leveraged local, state and federal grants to also help these programs.

Digital Facade Program

This program from McCook Economic Development Corporation will provide up to a \$3,500 match to help businesses upgrade their digital presence. Two local businesses have taken advantage of the program thus far. Only \$3,500 of funds remains in the program. This program will stop at the end of the quarter.

Rez Housing Purchase

When the section of land on Seminole and Park became available for purchase, MEDC board approved purchasing the land. The goal is to recruit a developer or homebuilder to increase the community's housing stock on the land. The purchase was \$210,000. MEDC board approved an initial payment of \$70,000, with a loan covering the rest of the price, but have allocated up to the full purchase price through the LB 840 fund. The board elected to borrow a portion of this initially, as rates are low, and it keeps additional funds in the LB 840 account if an opportunity would arrive to help the community.

Housing Study

MEDC agreed to work with Hanna-Keelan on an updated housing study. This will allow us to market our property to developers better and allow us to expand our use of TIF financing with a Workforce Housing Plan.

(5) OPEN DISCUSSION

Discussion was held regarding the lack of workforce across our nation and especially our area. Norris Alley is supposed to be open by November 17th. Hopes that the improvements with housing and recreational facilities will bring more young people to town.

(6) NEXT MEETING DATE

Next meeting date will be January 24, 2022 at 12:00 PM at the Heritage Senior Center conference room.

(9) ADJOURNMENT

Meeting adjourned at 1:02 PM.

Tracy Burkey, Recording Secretary

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the January 17, 2022 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

January 24, 2022

McCook City Council
January 17, 2022
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 Weedon, Muehlenkamp, Rambali (arrived 5:41 P.M.).

Absent: Councilmember Calvin.

City Officials present: City Manager Schneider, City Attorney Mustion, 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 January 13, 2022, 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 announced that a Pool Committee meeting is scheduled for tomorrow, January 18, 2022 at noon in the City Council Chambers.

2. Presentations.

Via Zoom, Marcy Luth of AMGL presented the Financial Statements to the Council for the Fiscal Year ending September 30, 2021 and answered questions from the Council.

2.A. Accept the Financial Statements and Supplemental Information for Fiscal Year ending September 30, 2021 prepared by AMGL CPA's and Advisors.

Motion to accept the Financial Statements and Supplemental Information for Fiscal Year ending September 30, 2021 prepared by AMGL CPA's and Advisors. This motion, made by Weedon and seconded by Muehlenkamp, passed.

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

YEA: 4, NAY: 0, ABSENT: 1

3. Consent Agenda.

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

Gonzales: YEA, Calvin: ABSENT, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 4, NAY: 0, ABSENT: 1

- 3.A. Approve the minutes of the January 3, 2022 regular City Council meeting and the January 11, 2022 joint City Council and Airport Advisory Commission meeting.
- 3.B. Approve the specifications for the 2022 Crack Sealing Project and set that time and date of bid at 2:30 P.M. on February 8, 2022.
- 3.C. Approve the specifications for the 2022 Armor Coating Project and set the time and date to receive bids at 2:30 P.M. February 8, 2022.
- 3.D. Ratify an agreement between Nebraska Department of Health and Human Services and the City of McCook to accept payments from the Low Income Household Water Assistance Program.
- 3.E. Receive and file the claims for the month of December 2021, published January 6, 2022.
- 3.F. Receive and file the Financial Report for the period ending December 31, 2021.
- 3.G. Receive and file the First Amendment to the Fee Agreement and Authority to Represent between the City of McCook and Nathaniel J. Mustion, City Attorney.
- 3.H. Receive and file the minutes of the September 20, 2021 Airport Advisory Commission meeting.

4. Regular Agenda.

- 4.A. Requested discussion from Rosanne Olson and Cheryl Bridgmon related to their denied property damage claims from the City's insurance carrier.

Cheryl Bridgmon and Rosanne Olson addressed the Council regarding a water pipe break that occurred in the 1500 Block of Norris Avenue in July that caused water and silt damage on their properties. Their claims have been denied by the City's insurance company and they requested to be reimbursed for their costs to repair the damage.

Mrs. Olson's son, Eric, also addressed the Council regarding the denial of the claims.

- 4.B. Discussion regarding establishing schedules for selecting insurance brokers for

property/casualty insurance and health insurance.

It was the consensus of the Council to solicit bids and select its health insurance broker in 2022 and its property/casualty insurance broker in 2023.

- 4.C. Ordinance No. 2022-3034 redacting Section 31.05 to the City of McCook Code of Ordinances, Chapter 31: City Policies, Travel Expenses, and adopting Section 34.40 - to the City of McCook Code of Ordinances, Chapter 34: Purchasing Regulations, Travel Expenses and Miscellaneous Expenses.

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3034 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING SECTION 31.05 - TRAVEL EXPENSES; ADDING SECTION 34.40 - MISCELLANEOUS AND TRAVEL EXPENDITURES; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Ordinance No. 2022-3034 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

- 4.D. Recommend to the Department of Transportation to accept the proposal from Denver Air to operate 12 nonstop round trips per week from McCook Ben Nelson Regional Airport to Denver International Airport for a 2-year contract as recommended by the Airport Advisory Commission.

Motion to recommend to the Department of Transportation to accept the proposal from Denver Air to operate 12 nonstop round trips per week from McCook Ben Nelson Regional Airport to Denver International Airport for a 2-year contract as recommended by the Airport Advisory Commission. This motion, made by Weedin and seconded by Rambali, passed.

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

- 4.E. Council Comments.

Councilmember Weedin questioned the status of Public Transit Bus that was in a collision recently.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:06 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.B.

RECOMMENDATION:

RECEIVE AND FILE THE CONFIRMATION OF AN EMERGENCY PURCHASE OF ONE NEW JOHN DEERE 5115M UTILITY TRACTOR WITH A JOHN DEERE 540R STANDARD FARM LOADER FOR THE STREET DEPARTMENT, FROM AKRS EQUIPMENT SOLUTIONS AT A COST OF \$88,000.00 DUE TO THE ONGOING SUPPLY CHAIN ISSUES.

BACKGROUND:

With the supply chain as it is, we are in an environment that if you can locate a certain piece of equipment or supplies, you will have to commit to them immediately otherwise they more than likely will no longer be available.

City Staff was able to locate a new John Deere 5115M Utility Tractor, including a 540R Standard Farm Loader through AKRS Equipment Solutions. The total cost of this tractor is \$88,000 which is less than the \$90,000.00 that is included in the FY 2021/2022 budget. This purchase was made due to the ongoing supply issues. Based on information that we received, this may have been the last tractor of this size coming off of the production floor for some time.

City Staff did send two employees to look at another piece of equipment that was possibly available from another vendor, but it was determined that particular piece of equipment did not have the ability to accomplish some of the tasks that will be required. In addition, by the time that they had looked at the tractor it had been sold.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

RECEIVE AND FILE THE CONFIRMATION OF AN EMERGENCY PURCHASE OF ONE NEW JOHN DEERE 5115M UTILITY TRACTOR WITH A JOHN DEERE 540R STANDARD FARM LOADER FOR THE STREET DEPARTMENT, FROM AKRS EQUIPMENT SOLUTIONS AT A COST OF \$88,000.00 DUE TO THE ONGOING SUPPLY CHAIN ISSUES.

APPROVALS:



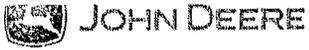
Kyle Potthoff, Public Works Director

January 31, 2022



Nate Schneider, City Manager

January 31, 2022



Purchase Order for
John Deere Equipment (U.S. Only)

PO Revision# Original

Quote ID: 25811966

Purchaser Name: CITY OF MCCOOK

Purchaser's
Signature

Accepted
By

DocuSigned by:
Tyler Bobinmyer

Purchaser's
Signature

Date
Accepted

26-Jan-2022

Salesperson

BOBINMYER, TYLER J

Delivery Acknowledgement

Delivered On:

Warranty Begins:

Signature

Date

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWF front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 450R, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	a) 24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers, Z515E and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	a) 72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper

maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.C.

Approve the application for a Special Designated Liquor License submitted by Kahshoe Enterprises, LLC, Liquor License #C-097936, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on March 19, 2022 from 4:30 P.M. to 11:30 P.M.

BACKGROUND:

Kahshoe Enterprises 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

January 31, 2022



Nathan A. Schneider, City Manager

January 31, 2022

**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

Kahshoe Enterprises, LLC

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

PO Box 340 602 Paxton St. Cambridge, NE 69022

Retail Liquor License Address or Non-Profit Business Address

C-097936 Special Exemption #53-123-03

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 03/19/22

Event Date(s): _____

Event Start Time(s): 4:00 PM _____

Event End Time(s): 11:30 PM _____

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: McCook Municipal Auditorium

Event Street Address/City: 302 W, 5th St. McCook, NE 69001

Indoor area to be licensed in length & width: 119 x 94

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

Type of Event: Wedding Reception Estimate # of attendees: 250

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: Jamie Tomlin Event Contact Phone Number: 3083401431

Event Contact Email: j.mielyn@hotmail.com

*Signature Authorized Representative: Jamie L Tomlin Printed Name Jamie Tomlin

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
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.D.

RECOMMENDATION:

Receive and file the minutes of the November 2021 Library Advisory Board meeting and the April 6, 2021, July 6, 2021, and the October 11, 2021 Senior Center Advisory Board meeting.

BACKGROUND:

Receive minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

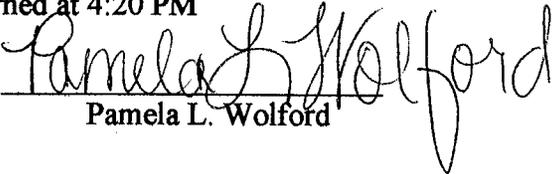
February 2, 2022

McCook Public Library Advisory Board Meeting Minutes
November 2021 at 4:00 PM CDT

1. **Call to order / attendance:** Mary Dueland called the meeting to order with Jody Crocker, Staci Blomstedt, and Pam Wolford in attendance.
2. **Opportunity for Comments from the Public:** No patrons were in attendance; thus, no public comment.
3. Notice of the meeting was given in advance thereof by publication in the *McCook Gazette* on November 5, 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 all members of the Library Board. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.
4. **Read and Approve September 2021 meeting minutes:** Staci made the motion to approve the minutes with a second by Mary. The minutes were accepted 4-0.
5. **Open discussion from board members on items not on the agenda:** None
6. **Old Business:** Jody reported that Innovation Studio is still here. We do not know how much longer it will remain. The Birdella Nelson Technology Center dedication is once again rescheduled to spring due to some health issues with the Nelsons. The outside Birdella Nelson signage has been put in place, but it will need some tweaking.
7. **Director's Report and update on upcoming activities:** 1. We received our Formula Grant of \$5800 which can be spent on any library needs. Jody just must keep receipts. 2. We will have interactive dinosaurs here in June. 3. Mary and Pam are attending the Board Masters' Training on Thursday, November 11. 4. Next Tuesday will be an activity with a "Turkey Stuffing" event. 5. The "1000 Books Celebration" is tentatively scheduled for December. We are paying attention to COVID numbers. 6. We have purchased a new set of animal books and they are upstairs. Reports are very favorable. 7. Chalk it Up was held inside and was well attended. 8. After the new year, the library will be open on Saturdays from 10:00-2:00. Staff will take turns taking Friday afternoons off and work Saturdays instead. 9. Homeschoolers are going to be here the first and third Fridays of every month. It appears it will be mostly for crafts. 10. Elf ornaments are ready to be put together for the kids to decorate the tree upstairs. Trees made on the 3-D printer will eventually be for sale to patrons. 11. There will be book prizes for the kids for Christmas. 12. There were 108 coloring contest entries for October; prizes were awarded. 13. We are looking for Innovation Studio ideas. Surveys are being taken upstairs.

8. **Unfinished Business:** None
9. **New Business:** None
10. **Open Discussion:** None
11. **Set date for next board meeting:** The next meeting will be Wednesday, January 12, 2022 at 4 PM.
12. **Meeting adjournment:** The motion was made by Staci to adjourn, and the meeting was adjourned at 4:20 PM

Secretary:


Pamela L. Wolford

Heritage Senior Center
1312 West 5th St
McCook NE 69001
Advisory Board Minutes
April 6, 2021

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order by Gene Meints. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill A Mary Keslin P Vicki Sydow A Joe Ryland P
Bob Patenburg P Sharon Parde P Dan Stramel P

Public Transit

	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Rides paid Agency</i>	<i>Wheel Chair</i>	<i>Days</i>
October	286	937	40	4		21
November	293	1188	36	8		19
December	334	1142	39	2		20
January	321	1136	43	8		19
February	366	1069	43	9		19
March	412	1202	40	16		23
Overall	335	1112				
<i>Average</i>						

	<i>Meals at Center (Congregate)</i>	<i>Home Delivered Meals</i>	<i>Curb Side Pickups</i>	<i>Days</i>
October	646	1650	849	21
November	179	1453	1175	19
December	104	1630	1477	20
January	102	1539	1138	19
February	104	1544	1087	19
March	110	1857	1312	23
Overall	1245	9673	7038	
<i>Average</i>	208	1612	1173	

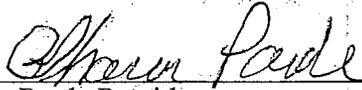
Total Meals October	3145	<i>average 150 meals a day</i>
Total Meals November	2807	<i>average 148 meals a day</i>
Total Meals December	3211	<i>average 161 meals a day</i>
Total Meals January	2779	<i>average 146 meals a day</i>
Total Meals February	2735	<i>average 144 meals a day</i>
Total Meals March	3279	<i>average 143 meals a day</i>

Open Forum: No discussion during Open Forum

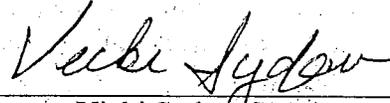
- A motion was made by Mary Keslin and seconded by Joe Ryland to approved the minutes of the October 2nd 2020 meeting. The minutes were approved.
- Welcomed Joe Ryland as our newest Advisory board member
- Everyone thought the interior paint looked great, and new chairs were nice, also got 4 new armed chairs for the card players
- Anxious to open up completely April 19th and being fully staffed, after three surgeries and one out with COVID
- Happy that were finally able to fill the part time maintenance position and another substitute transit driver
- Discussion meal reimbursement and looking forward to see what our actual meal cost is
- Thankful for all our volunteers and staff.
- Great to be getting back to normal, and anxious to see if our patrons will come back to eat in the dinning room.

- The transit drivers and riders will be required to wear mask until September 21st, according to Federal guidelines.
- The meeting was adjourned

Next Meeting will be July 6, 2021



Sharon Parde President



Vicki Sydow Secretary

Heritage Senior Center
 1312 West 5th St
 McCook NE 69001
 Advisory Board Minutes
 July 6, 2021

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill P Mary Keslin A Vicki Sydow P Joe Ryland P
 Bob Patenbur A Sharon Parde A Dan Stramel P

Public Transit

	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Rides paid Agency</i>	<i>Wheel Chair</i>	<i>Days</i>
April	402	1176	45	2	0	22
May	349	1073	45	2	40	20
June	408	1273	58	6	4	22
<i>Overall</i>	1159	3522	148			
<i>Average</i>	386	1174	49			

	<i>Meals at Center (Congregate)</i>	<i>Home Delivered Meals</i>	<i>Curb Side Pickups</i>	<i>Days</i>
April	617	1691	852	22
May	925	1429	567	20
June	1111	1510	545	22
<i>Overall</i>	2653	4630	1964	
<i>Average</i>	884	1543	655	

Total Meals April 3160 *average 145 meals a day*
Total Meals May 2921 *average 146 meals a day*
Total Meals June 3166 *average 144 meals a day*

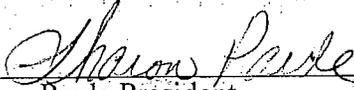
Meeting was called to order

Open Forum: No discussion during Open Forum

- A motion was made by Jim Hamill and seconded by Joe Ryland to approve the minutes of the April 6, 2021 meeting. The minutes were approved.
- Discussion on what the actual cost of the meals is. WCNA AAA advised us that we should not be charging less than the actual meal cost for under 60 meals. Beth with consult with Sandy Matson with WCNA AAA to figure out actual meal cost. Then it will need to be taken to the City Council for approval.
- It is now required the a sign in sheet be fill out for every activity.
- The Senior Center continues to be short staffed with employees out for extended period of time recuperating from surgeries and planned future surgeries. One cook is currently looking at accepting another job.
- Beth is finishing up the budget for fiscal year 2021-2022. It is due today. Two new ovens are needed at a cost of approximately \$8,000. these will be put in the proposed budget.
- The Transit bus has been in two minor accidents. One scrap was buffed out
- We will need a new Advisory Board member to replace Vicki Sydow as she is moving to Texas
- Discussion on how we would like to have the 55+ program from Community hospital to continue. This may be difficult with the continued COVID concerns. The desserts they are providing each monthly are greatly appreciated and enjoyed by all.
- The Elwood Senior Center has organized a trip to Branson Missouri and they will have additional spaces available for others Seniors in our area.
- A heat booster is needed for the dishwasher and a new soiled dish table is also needed. Both items will be paid for out of Home Delivered Funds.
- Since COVID Donna has been able to do the intakes for new people over the phone which has helped immensely.

- The transit drivers and riders will be required to wear mask until September 21st, according to Federal guidelines.
- The meeting was adjourned

Next Meeting will be October 5, 2021



Sharon Parde President



Vicki Sydow Secretary

Heritage Senior Center
1312 West 5th St
McCook NE 69001
Advisory Board Minutes
October 11, 2021

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill P Mary Keslin P Joe Ryland A
Bob Pantenbur P Sharon Parde P Dan Stramel P Beth Siegfried P

Public Transit						
	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Rides paid Agency</i>	<i>Wheel Chair</i>	<i>Days</i>
July	369	1091	58	2	4	21
August	362	1024	53	6	4	22
September	474	1259	53	12	4	22
Overall	1205	3374	164			
Average	402	1125	55			

Meals at Center (Congregate)		Home Delivered Meals	Curb Side Pickups	Days
July	1239	1441	553	21
August	1275	1536	574	22
September	1261	1479	536	21
Overall	3775	4456	1663	
Average	1258	1485	554	

Total Meals July **3233** *average 154 meals a day*
Total Meals August **3385** *average 154 meals a day*
Total Meals September **3276** *average 156 meals a day*

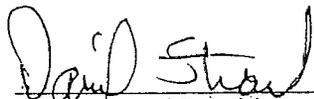
Meeting was called to order

Open Forum: No discussion during Open Forum

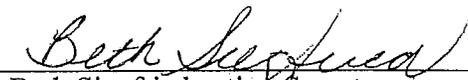
- A motion was made by Dan Stramel and seconded by Jim Hamill to approve the minutes of the July 6, 2021 meeting. The minutes were approved.
- Election of officers was held with a motion made by Jim Hammill and seconded by Sharon Parde to accept the slate of officers of Dan Stramel President, Mary Keslin Vice President, and no accepting the office of secretary. The motion carried with all voting in favor. We will ask Joe Ryland at the next meeting if he would accept the secretary position. The motion carried with all voting in favor
- New advisory board members were discussed with no action taken.
- After researching how long it has been since a meal price change and discussing with Sandy Matson with WCNAAA the cost of the meals. 2010 was the last time we raised meal prices. The actual cost of the meals is around \$10.00. We get reimbursed for the 60 and over meals by the Federal Government. After a lengthy discussion Dan Stramel made a motion to recommend to the city council that we increase the suggested donation for meals by .50 for over 60 Congregate meals, Home Delivered and Carry out COVID Meals. for under 60 the suggested rate increase would be \$1.00. So the suggested prices would be 60 and over \$3.50 for Congregate ages 12 through 59 would be \$7.50 , under 12 \$3.50. Home Delivered and Carry Out COVID over 60 meals would go to a suggested \$3.75 donation. Suggesting that these prices take effective 1-1-2022. Bob Pantenberg seconded the motion with Jim Hamill abstaining. The motion carried the recommendation will be taken to the Mayor for the City Council to vote on. Plans will be made for this to affect January 1, 2022 if approved by the council
- The Senior Center continues to be short staffed with an employee out for extended period of time recuperating from surgery. Six have been ask to interview with interviews beginning today to fill the cook vacancy.
- With no further discussion a motion was made by Dan Stramel and seconded by Mary Keslin to adjourn the meeting.

- The transit drivers and riders will be required to wear mask throughout the rest of the year, according to Federal guidelines.
- With no further discussion a motion was made by Dan Stramel and seconded by Mary Keslin to adjourn the meeting.

Next Meeting will be January 4, 2022



Dan Stramel President



Beth Siegfried acting Secretary

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.E.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Airport Advisory Commission - reappoint Doug Skiles and Mike Kugler - terms expire November 2024;
 - Economic Development Plan Loan Committee - reappoint Kent Craw and Doug Skiles - terms expire March 2026;
 - Housing Agency Board - reappoint Shane Fagot - term expires June 2026;
 - Planning Commission - reappoint Chad Lyons and Dale Dueland - terms expire September 2024.
-

BACKGROUND:

The Mayor has contacted all appointees and they are willing to serve on the various boards.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 1, 2022

AIRPORT ADVISORY COMMISSION

DAVID PFEFFER
902 Airport Road - PO Box 274
Appointed April 2016 (Replaced Doug Vap)
Reappointed - October 2020
Term Expires - November 2023
d.pfeffer7829@gmail.com

345-5547 (H)
340-7829 (C)

TREVOR TAYLOR
904 W. 4th Street
Appointed - August 2013 (Replaced Ken Allen)
Reappointed - October 2020
Term Expires - November 2023
tmtaylor98@gmail.com

340-0131 (C)

GRIFF MALLECK
Red Willow Aviation (FBO)
PO Box 444
Reappointed - September 2020
Term Expires - November 2023
gmalleck@mccooknet.com

345-3635 (O)
345-3207 (H)
345-3689 (F)
340-1294 (C)

DICK TRAIL*
201 West "M" Street
Appointed - September 2013 (Replaced Wally Hampton)
Reappointed May 2017
Term Expires - November 2022
dickt@swnebr.net

345-5181 (H)
340-7689 (C)

JEFF WILLIAMS
J & S Aviation
PO Box 552
McCook, NE 69001
Appointed - June 2019 (Replaced Richard Stull)
Reappointed - July 2020
Term Expires - November 2022
jeff@jandsaviation.com

785-475-4797 Cell
308-345-2886 Work

DOUG SKILES
PO Box 36
Appointed - November 2005
Reappointed - February 2022
Term Expires - November 2024
dskiles@slbwcpa.com

345-5100 (O)
345-2342 (H)
345-2943 (F)

MIKE KUGLER
#13 Sandpiper
Reappointed - February 2022
Term Expires - November 2024
mkugler@kuglercompany.com

345-2280 (O)
345-7006 (H)
345-7756 (F)

*Denotes Chairperson
3 yr. terms

**ECONOMIC DEVELOPMENT PLAN
LOAN COMMITTEE**

KENT CRAW
506 West 2nd Street
Appointed - March 2011 (original 4-year term)
Reappointed - February 2022
Term Expires - March 2026 (City selection)

DOUG SKILES
1517 West 3rd
Appointed - March 2011 (original 4-year term)
Reappointed February 2022
Term Expires - March 2026 (City selection)

345-2342 (H)
345-5100 (W)

DALE DUELAND
112 East "N" Street
Appointed - March 2011 (original 3-year term)
Reappointed - October 2014
Term Expires - March 2022 (MEDC selection)

345-6163(H)
dmdue@outlook.com

RYAN MOORE
1412 Centennial Drive
Appointed - February 2019 (replaced Jason Grigg)
Reappointed -
Term Expires - March 2022
ryan@firstcentral.com (MEDC selection)

340-1345 (C)
345-4994 (W)

AARON PETERSON
1106 Norris Avenue (replaced Kent Kilpatrick)
Appointed - May 2021 (original 2-year term)
Term Expires - March 2025 (City selection)

345-2370 (O)

ALL FUTURE TERMS 4-YEAR

HOUSING AGENCY BOARD

BARB OSTRUM

106 S 9th

Appointed - September 2013

Reappointed - December 2018

Term Expires - November 2023

737-8047 (C)

TERRY PETERSON

512 Elizabeth Lane

Appointed - March 21 1994

Reappointed - October 2014

Term Expires - November 2024

345-4570 (O)

345-7573 (H)

RAYMOND LONG

(Resident)

502 Missouri Avenue Circle

Appointed - May 2015 (replaced Judy Dow)

Reappointed - October 2020

Term Expires - November 2025

SHANE FAGOT

1506 Centennial

Appointed - November 1996

Reappointed - February 2022

Term Expires - November 2026

345-1555 (O)

345-3932 (H)

KRISTIN STAGEMEYER

2112 Blake Drive

Appointed - October 2015 (replaced Judy Keenportz)

Reappointed - September 2017

Term Expires - November 2022

kscpa@mccooknet.com

345-6186 (H)

345-2740 (W)

*Denotes Chairperson

5 yr. terms

February 1, 2022

PLANNING COMMISSION

RON FRIEHE

1 Spyglass
Appointed - July 2019
Term Expires - September 2022 (Replaced Adam Wolford)
(Extra Territorial Representative)

340-5007
drfriehe100@yahoo.com

CAMY BRADLEY

1714 West 2nd Street
Appointed - September 2017 (Replaced Terri Shipshock)
Reappointed - July 2020
Term Expires - September 2022

345-4900 (W)
350-5536 (C)
cbradley@netitlegroup.com

TAMMIE HILKER

512 East 5th
Appointed - September 1995
Reappointed - April 2020
Term Expires - September 2022

345-3717 (H)
340-7861 (C)
thilker@gpcom.net

BRUCE MCDOWELL

904 West 3rd
Appointed - February 2019 (Replaced Garrett Rippen)
Term Expires - September 2022

345-5439 (H)
(303) 883-0587 (C)
brucemcdowell833@gmail.com

MATT DAVIDSON

1505 Centennial
Appointed - June 2019 (Replaced Don Harpst)
Reappointed - October 2020
Term Expires - September 2023

340-1347 (C)
matt.davidson@golight.com

KURT VOSBURG*

#13 Wedgewood
Appointed - November 2005
Reappointed - October 2020
Term Expires - September 2023

345-8490 (O)
340-0005 (H)
Kurt.vosburg@nebraska.gov

JESSE STEVENS

1606 West 2nd Street
Appointed - September 2012 as Alternate
Appointed - March 2015 (replaced Lonnie Anderson)
Reappointed - October 2020
Term Expires - September 2023

345-5688 (H)
345-5598 (O)
340-2932 (C)
jesse@hometownfamilyradio.com

CHAD LYONS

1201 West 2nd Street
Appointed - September 2009 (replaced Dan Miller)
Reappointed - February 2022
Term Expires - September 2024

345-2140 (H)
340-9433 (C)
cl Lyons@mcccookbison.org

DALE DUELAND

112 East N
Appointed - September 1997
Reappointed - February 2022
Term Expires - September 2024

340-1666 (C)
345-6163 (H)
350-1660 (Cell radio)
dmdue@outlook.com

JAMIE MOCKRY - ALTERNATE

1614 West 2nd Street
Appointed - June 2021 (Replaced Katie Graham)
Term Expires - March 2024

340-6332 (C)
jamiemockrykbc@gmail.com

*Denotes Chairperson
3 yr. terms

February 1, 2022

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM **3.F.** Approve the issuance of a Request for Qualifications for health insurance brokerage services, with said qualifications due to the City of McCook by March 8, 2022 at 4:30 p.m.

BACKGROUND:

The City of McCook has contracted with Hays Company, now known as Brown and Brown, to provide health insurance brokerage services since 2010. The McCook City Council has decided to issue a Request for Qualifications in order to open up the process to other potential health insurance brokerage services. A copy of the proposed Request for Qualifications is attached to this report for review.

At a future Council Meeting, staff will bring an agenda item to the Council requesting the establishment of a health insurance brokerage service committee to assist with the selection process.

APPROVALS:



Nathan A. Schneider, City Manager

February 2, 2022



Lea Ann Doak, City Clerk

February 2, 2022

CITY OF MCCOOK
EMPLOYEE BENEFIT BROKERAGE CONSULTING SERVICES
Request for Qualifications (RFQ)

The CITY OF MCCOOK, Nebraska is interested in obtaining the services of a professional, highly qualified benefits brokerage and consulting firm to provide a full range of services related to the design, implementation, analysis, maintenance, improvement, and communication of an employee insurance benefits program.

Interested and qualified brokers/consultants who have demonstrated their ability at comparable work are invited to submit proposals. A listing of what the qualification statements must contain may be examined at the office of the City Clerk in the City of McCook, Nebraska and may be procured from that office. Proposals shall be submitted to Lea Ann Doak, McCook City Clerk/Treasurer, 505 West "C" Street, PO Box 1059, McCook, Nebraska 69001-1059 no later than 4:00 P.M., March 8, 2022.

The Mayor and City Council of the City of McCook, Nebraska reserve the right to waive informalities and to reject any and all proposals and to re-solicit if deemed to be in the best interest of the City of McCook.

All questions regarding this Request for Qualifications should be made in writing to Lea Ann Doak, City Clerk/Treasurer, PO Box 1059, McCook NE 69001-1059, via e-mail to ldoak@cityofmccook.com, or fax to (308)345-1461. Questions submitted in writing or via e-mail or fax will be accepted until February 25, 2022.

Dated this 7th day of February, 2022.

-s- Lea Ann Doak
City Clerk

Publish: February 11, 18, and 25, 2022.

CITY OF MCCOOK
EMPLOYEE BENEFIT BROKERAGE CONSULTING SERVICES
Request for Qualifications (RFQ)

The City of McCook is interested in obtaining the services of a professional, highly qualified benefits brokerage and consulting firm to provide a full range of services related to the design, implementation, analysis, maintenance, improvement, and communication of an employee insurance benefits program.

Interested and qualified brokers/consultants who have demonstrated their ability at comparable work are invited to submit proposals, proposals must be received at the office below:

Firms and/or individual should provide sufficiently complete information to Lea Ann Doak, McCook City Clerk/Treasurer, 505 West "C" Street, PO Box 1059, McCook, Nebraska 69001-1059 no later than 4:00 P.M., March 8, 2022.

Written responses and all supporting materials must be submitted in one original plus five copies. In addition, all applicants should submit an electronic copy. No late or faxed proposals will be accepted.

Please note that the City of is not asking for, nor authorizing, your soliciting quotes from insurance carriers.

A committee appointed by the City of McCook's City Council will review the proposals. Interviews of the firms submitting proposals may be conducted by the committee. The firm will be evaluated upon their qualifications in terms of experience and reliability to perform the work.

No proposals shall be withdrawn after the opening of the proposals without the consent of the City of McCook, for a period of thirty (30) days after receipt of proposals.

The Mayor and City Council of the City of McCook, Nebraska reserve the right to waive informalities and to reject any and all proposals and to re-solicit if deemed to be in the best interest of the City of McCook.

All questions regarding this Request for Qualifications should be made in writing to Lea Ann Doak, City Clerk/Treasurer, PO Box 1059, McCook NE 69001-1059, via e-mail to ldoak@cityofmccook.com, or fax to (308)345-1461. Questions submitted in writing or via e-mail or fax will be accepted until February 25, 2022.

BACKGROUND OF THE CITY OF MCCOOK

The City of McCook was incorporated as a City of the First Class December 21, 1933 and operates under the City Council-City Manager form of government. The City has approximately 100 benefit eligible employees. The City provides medical and dental insurance for eligible employees using a self-insurance fund. The Self-Insurance Fund covers up to \$35,000 in costs per employee. Any expenses over that amount are covered by an insurance carrier. The City also uses a claims service to handle the insurance claims. The City offers the following benefit options to active benefit eligible employees, all plans renew October 1, with an effective date of January 1:

- PPO Health Plan
- Employee Assistance Program (EAP)
- Dental Complete
- Voluntary Vision Service Plan (VSP) Vision
- Life Insurance (Basic Life and AD&D; Voluntary Life and AD&D)
- Supplementary Voluntary Aflac Group Insurance
- Flexible Spending Accounts (Administered by 24HourFlex)
- Web-based Medical Care Services
- Wellness Program

SCOPE OF SERVICES

The City of McCook is seeking a broker/consultant to perform the full range of services related to the design, implementation, maintenance, communication, and improvement of the City's benefit programs including, group health, dental, life, vision and wellness programs. Specific responsibilities include, but are not limited to:

1. Assisting the City in administering all group insurance plans, responding to questions from and providing information to staff, including reports and compensation statements, and providing other consulting services during the course of the plan year.
2. Researching and advising the City of any new developments in the law and employee benefit programs on an ongoing basis.
3. Reviewing claims experience, claim service, and claim administration to ensure maximum benefit to the City of McCook.
4. Determining and recommending the most economical funding methods for the benefit programs.
5. Representing the City of McCook in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design, and special terms and conditions.
6. Meeting with and providing reports to various City of McCook representatives from Human Resources and the City Manager's office.
7. Providing resources or methods to provide education on best practices, trends or hot topics.
8. Assisting the City of McCook with the implementation and communication of new programs or changes to existing programs. This will include preparation of an annual benefits guide and compensation statements, attending and presenting information at Open Enrollment meetings and any other required benefit program communications.
9. As requested by the City of McCook, preparing bid specifications and soliciting proposals from insurance markets which specialize in self-funded group insurance plans as needed. Evaluate bids and bidders, including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among the various bidders.
10. Providing Cobra Administration for the City during the length of the contract.
11. Providing consulting and technical support, as available, to implement online benefit services to employees.
12. Interfacing with insurance carriers as needed to assist the City in the resolution of problems associated with the benefit programs.

CONTRACT LENGTH

This proposal is for awarding a contract to cover a three (3) year period with options to renew under the same terms and conditions. The first year applicable in the agreement will begin on October 1, 2022.

The City may, at its option and with the approval of the consultant, extend the period of this agreement up to a maximum of three (3) one-year options, provided the scope of the engagement does not change. The agreement shall automatically renew unless the consultant is notified thirty (30) days prior, in writing by the City of McCook, of the intention to terminate. Termination of the Agreement by the City can occur at any time during the Agreement period and at the City's discretion. The financial obligations of the City are subject to annual budgeting and appropriation of the necessary funds.

KEY CONSIDERATIONS & EVALUATION CRITERIA

The RFQ responses will be evaluated based upon the following:

1. Perceived ability of broker to negotiate a benefits program that meets the needs of the City of McCook.
2. Broker's demonstrated expertise in negotiating benefit plans on behalf of clients similar to the City.
3. Broker's knowledge and/or technical support related to the implementation of an Online Benefits Open Enrollment process.
4. The experience, professional credentials and references of those persons who will actually be servicing our account.
5. Broker's conceptual approach and ideas related to service, as well as how you will manage our account.
6. Broker's ability to provide proactive support to the City including dissemination of current general and legal updates as well as time sensitive insurance carrier information.

CONTRACT AWARD

The City may enter into a contract with one (1) brokerage firm whose submittal is judged to be most advantageous to the City and based upon the aforementioned evaluation criteria. Upon completion of successful negotiations, the selected brokerage firm shall be required to sign a formal agreement with the City. Firms are to understand that this RFQ does not constitute an agreement or a contract. A submittal is not binding until reviewed and accepted by the City of McCook and a contract is executed by both parties.

BROKER/CONSULTANT QUALIFICATIONS QUESTIONNAIRE

To assist in the evaluation of potential brokers/consultants, please provide the following information:

Your Company:

1. Briefly describe your firm's history and background including the organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.
2. Names and titles of all principals/officers of the firm (name, title, phone number).

3. Provide details of your firm's financial status and stability.
4. Discuss any impending changes in your organization that could impact the delivery of services.
5. Describe the firm's Errors and Omissions (E&O limits) and provide evidence your company carries all applicable insurance coverages and licenses.
6. Describe the ability of your firm to provide local service to sites/offices located in McCook, Nebraska.

Your practice:

7. Describe how employee benefits are structured within your firm.
8. Describe the proposed team that would work with the City of McCook and provide information about the qualifications and expertise of each team member.
9. List applicable certifications and licenses and the associated numbers.
10. How many years has your firm been providing health, dental, life and vision benefits services to self-funded municipalities?
11. List the public agencies (preferably self-funded municipal/public organizations with at least 50 employees) your firm provided similar services for within the past three (3) years. List the number of employees for each public agency.
12. Discuss your company's resources and activities as they relate to knowledge and understanding of our industry.
13. How often does your team meet with your clients and for what purposes?
14. Provide an example of how your firm is taking a leadership role within the industry.
15. What size clients does your firm generally support?
16. Why do clients leave your organization?
17. Do you have a method or process in place to gauge client satisfaction?
18. Describe your renewal process and timelines.
19. What is your service philosophy to ensure a high level of customer service and quality assurance?
20. Describe what makes your firm uniquely qualified to work on our account.

21. Confirmation that you serve as an independent consultant or broker, and are not affiliated with any insurance company, third party administrative agency or provider network.

Expertise:

22. Describe your approach to supporting our programs throughout the plan year.
23. Do you have a process in place for tracking communication between you and your client?
24. How do you manage vendor relationships?
25. In your opinion, what are the two major challenges organizations our size face and how will your firm help meet these challenges?
26. What are two innovative ideas that would enhance our current program?
27. Describe your firm's resources or methods to provide education on best practices, trends or hot topics.
28. What consulting services and/or technical support does your firm have available to the City of McCook to facilitate the implementation of an online/automated benefit program?
29. Describe your process for negotiating renewals. Be prepared to share examples of your success in negotiating renewals.
30. Describe your underwriting resources.
31. Describe any special analysis that you would provide to help manage our programs.
32. Describe your experience managing employee claims escalation.
33. Describe your experience assisting clients with complicated administrative issues and fostering positive resolution.
34. If your firm is selected, how would you propose we transition our account?

Special services

35. Describe your standard package of employee communications services. Please provide samples.
36. Describe services you offer to support employee surveys and/or focus groups.
37. Describe services you provide to assist with benefits benchmarking.
38. Describe how you support the ongoing professional development of your clients.
39. Does your firm offer actuarial services?

40. Describe any additional services offered by your company that may be of interest to the City of McCook.

Corporate wellness

41. Does your company provide and/or support corporate wellness initiatives?
42. Describe resources and programs that you provide to your clients that foster employee health and productivity and on controlling healthcare costs.

Legislative / compliance

43. How do you support your clients in ensuring their employee benefits programs remain compliant with all federal and state laws, including healthcare reform?
44. How does your firm assist clients with HIPAA and ACA compliance requirements?
45. Describe how your firm maintains client records in a HIPAA secure environment.
46. Do you have in-house legal advisors or outside counsel who provide guidance to you and your clients?
47. Describe methods you employ to disseminate information about current trends and legislation. Please provide examples.

References

Provide three references from current clients, preferably of similar size and/or need and complexity (i.e. self-insured) to the City of McCook. For each reference please include:

- Number of employees
- Number/type of plans
- Length of servicing relationship
- Contact name, title, and phone number

CITY MANAGER'S REPORT
FEBRUARY 7, 2022 MCCOOK CITY COUNCIL MEETING

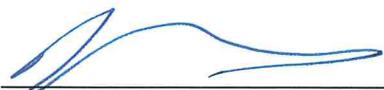
ITEM 3.G. Receive, file, and ratify Amendment No. 02 to the loan contract between the Nebraska Department of Environment and Energy and the City of McCook, Project No. D311560.

BACKGROUND:

In 2014, the City of McCook and NDEE entered into a loan agreement for drinking water projects. Currently, the City of McCook is working toward entering a new loan agreement with NDEE for new drinking water improvement projects. While working on the most recent loan agreement, NDEE proposed an amendment to the 2014 agreement. For drinking water loans, NDEE does not allow refinancing as a result of existing state statutes. However, loan forgiveness can be granted via an amendment when the parties enter into a new agreement. Amendment No. 2 to Project No. D311560 qualifies McCook for an additional \$79,601 in loan forgiveness which will be added to the new loan. This is equal to the amount McCook would save if we were able to reduce the older loan's interest and administration fee to the current rates of .5%. In order to qualify for the loan forgiveness, the existing 2014 loan's optional payment clause must be extended from five years to ten years from the amendment date. Staff worked with PFM when it reviewed the amendment and determined the loan forgiveness component outweighed the restriction on prepayment. The money saved can be used for other water projects.

Typically, this item would be brought to the Council while working through the new loan process. Bond council is still in the process of completing its work on the new loan. While waiting on a determination by bond council, NDEE notified Mayor Gonzales and City Manager Schneider that the DocuSign Amendment needed to be signed prior to February 4th, otherwise the amendment would have to go through NDEE again for authorization which would take time. NDEE informed staff that a resolution was not needed for the amendment, only a signature. A new ordinance will be required for the new SRF loan when all of the components of the contract are completed.

APPROVALS:



Nathan A. Schneider, City Manager

February 2, 2022



Lea Ann Doak, City Clerk

February 2, 2022

AMENDMENT NO. 02

To

**LOAN AGREEMENT
(Governmental Borrower)**

Between

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

and

CITY OF MCCOOK

NDEE Project No. D311560

DATED AS OF 02/02, 2022

**AMENDMENT NO. 02
LOAN CONTRACT BETWEEN
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
THE CITY OF MCCOOK
PROJECT NO. D311560**

This Amendment No. 02 to the Loan Agreement, is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the CITY OF MCCOOK (hereinafter "Borrower").

1. The Loan Agreement for Loan (Project No. D311560) (hereinafter "Loan Agreement") between the NDEE and the Municipality dated April 9, 2014, and signed by Patrick Rice, Interim Director of the NDEE, and Dennis Berry, Mayor of the City of McCook, and all prior amendments to the Loan Agreement are hereby acknowledged and incorporated by this reference as if fully set out herein.
2. References to the Department of Environmental Quality will be treated as directed by Nebraska Revised Statute §81-15,256 and are hereby acknowledged and incorporated by this reference as if fully set out herein.
3. Pursuant to Section 6.03 of the Loan Agreement, the parties hereby amend the following:

Section 2.05(b). Optional Prepayment of the Loan. The Borrower may not prepay the Loan, together with any accrued interest in whole or in part within 5 years of the Loan Date if the Borrower has received Loan Forgiveness as part of this Loan Agreement. After 5 years, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding Loan Amount or \$50,000. NDEQ shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan.

To be replaced with:

Section 2.05(b). Optional Prepayment of the Loan. The Borrower may not prepay the Loan, together with any accrued interest in whole or in part within **ten (10)** years of the **effective date of Amendment No. 02** if the Borrower has received Loan Forgiveness as part of this Loan Agreement. After **ten (10)** years, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding Loan Amount or \$50,000. **The NDEE** shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan, **and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.**

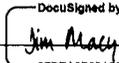
4. Except as specifically modified herein, all terms and conditions of the original Loan Agreement remain in full force and effect.
5. **Electronic Signature**. The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.
6. The amendment or modification made herein shall become effective on the latter of the two dates signed.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 02 to the Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF MCCOOK

By 
Title Mayor
Date 2/2/2022

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By 
Title Director
Date 1/5/2022

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.H.

RECOMMENDATION:

AUTHORIZE VIAERO FIBER NETWORKS, LLC TO OCCUPY CITY RIGHT OF WAY FOR THE INSTALLATION OF COMMUNICATIONS CABLE AND HANDHOLES(VAULTS) ALONG THE SOUTH SIDE OF EAST "C" STREET AND ALONG THE WEST SIDE OF EAST 13TH STREET AND AUTHORIZE THE MAYOR TO SIGN THE APPLICATION TO OCCUPY RIGHT OF WAY.

BACKGROUND:

Viaero Fiber Networks, LLC is asking permission to occupy City of McCook Right of Way to install communications cable and handholes(vaults) beginning approximately 200 feet west of the East 13th Street and East "C" Street intersection, moving along the south side of East "C" Street to East 13th Street; then moving south along the west side of East 13th to East "B" Street. Attachment "A" (5 pages) identifies where Viaero is proposing to place the communications cable and handholes. These lines will be bored in and placed underground.

The handholes will be constructed of precast composite concrete, will be installed flush with the surface and placed off of any traveled surface.

Pinpoint Communications will be responsible for obtaining permissions from any and all other property owners.

A \$2,500.00 performance guarantee has also been requested.

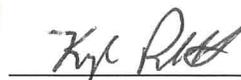
**FISCAL
IMPACT:** None.

APPROVALS:



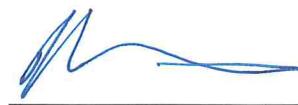
Jesse Dutcher, Utilities Director

February 2, 2022



Kyle Potthoff, Public Works Director

February 2, 2022



Nate Schneider, City Manager

February 2, 2022



P.O. BOX 1059 • 505 WEST C • McCook, NE 68001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Viaero Fiber Networks, LLC DATE: 01/11/2022
ADDRESS: 1201 W Platte Ave, Fort Morgan, CO 80701 PHONE: 970-467-3212
FAX: _____ START DATE: 01/17/2022 FINISH DATE: 02/25/2022

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

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

Location: Beginning 200 feet (East West North South) of Intersection E C St and E 13th St
and ending (East West North South) 0 feet of Intersection
E13th St and E B St

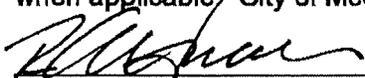
Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued **will be cancelled** if the work specified is **not completed within the term listed on the permit or within any additional length of time granted**. Request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

Performance Guarantee: (Make Payable to City of McCook)

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

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

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



Applicant's Signature

Recommended By

Date

Director of Public Works Approval

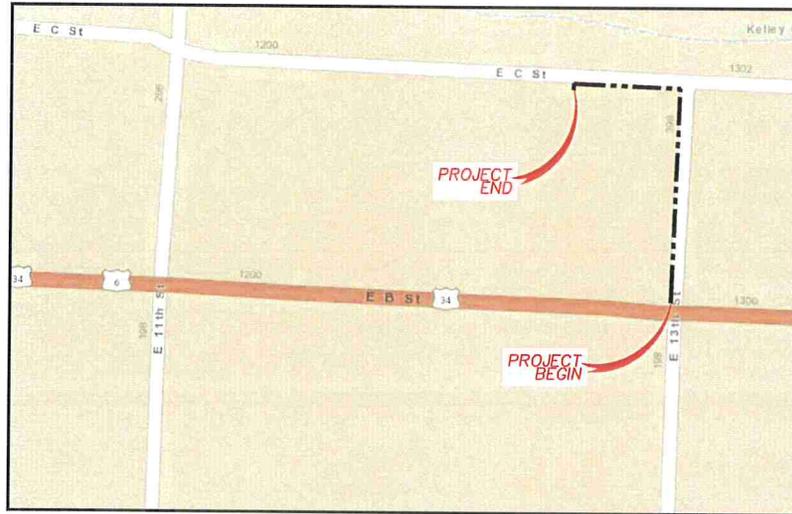
VIAERO FIBER NETWORKS, LLC CONSTRUCTION PLANS

McCook East to Indianola

CITY OF McCOOK, NEBRASKA

CONSTRUCTION NOTES:

- CONTRACTOR MUST HAVE A COPY OF THE APPROVED PERMIT FROM THE APPROPRIATE AGENCIES ON THE JOBSITE AT ALL TIMES.
- ALL WORK IS TO BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION IN THE WORK ZONE.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, QUANTITIES, AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION.
- CONTRACTOR MUST OBTAIN LOCATES AND POT HOLE ALL UTILITIES ALONG THE PLANNED RUNNING LINE PRIOR TO CONSTRUCTION.
- THE UTILITY SIZE AND EXACT LOCATION CROSSING THE PROPOSED RUNNING LINE SHALL BE DETERMINED DURING THE POT HOLE PROCESS AND NOTED ON THE CONSTRUCTION DRAWINGS.
- CONTRACTOR IS RESPONSIBLE FOR DETERMINING LOCATION AND AVOIDING ALL CONFLICTS WITH EXISTING UTILITIES.
- ALL CABLE IS TO BE PLACED AT THE VIAERO STANDARD MINIMUM DEPTH OF 48".
- ANY DISTURBED LANDSCAPING IS TO BE REPLACED TO EQUAL OR BETTER THAN THAT WHICH EXISTED PRIOR TO WORK.
- ALL WORK IS TO BE PROPERLY BACKFILLED PRIOR TO END OF WORKDAY. NO OPEN TRENCHES ARE ALLOWED OVERNIGHT.
- NO CONSTRUCTION ON PRIVATE PROPERTY IS TO COMMENCE UNTIL EASEMENT IS GRANTED IN WRITING BY VIAERO.
- IN AREAS WHERE PROPOSED WORK IS IN CLOSE PROXIMITY TO EXISTING RIGHTS-OF-WAYS AND/OR PROPERTY LINES, CONTRACTOR IS RESPONSIBLE FOR LOCATING SAID LINES AND AVOIDING ENCROACHMENT ONTO UNAUTHORIZED PROPERTY.
- THESE PLANS ARE PRESENTED IN A PERFORMANCE SPECIFICATION FORMAT. BIDDING CONTRACTORS ARE ADVISED TO CONTACT VIAERO FIBER NETWORKS, LLC FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.
- CONTRACTORS ARE ADVISED TO CONTACT VIAERO FIBER NETWORKS, LLC FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.



Project Map
NOT TO SCALE

CONTACT INFORMATION:

VIAERO FIBER NETWORKS, LLC
RON CHRISTENSEN PH: 970-467-3142

MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO (6) - 1.25" SDR-11	499	
FT	VIAERO FIBER	569	
EA	VIAERO 30"x48"x30"/20K HH	1	

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	DIRECTIONAL BORE (6) 1.25" SDR-11	476	
FT	TRENCH (6) 1.25" SDR-11	23	
SQFT	CUT AND RESTORE CONCRETE	100	
FT	PLACE VIAERO FIBER	569	
EA	PLACE VIAERO 30"x48"x30"/20K HH	1	

GENERAL NOTES:

- RUNNING LINE PLAN COLOR INDICATES:
VICINITY MAP: BLACK = FOR ROUTE ONLY
PLAN SHEETS: RED = DIRECTIONAL BORE
PLAN SHEETS: GREEN = PLOW

SCOPE OF WORK:

THIS PROJECT IS PROPOSED TO CONSTRUCT CONDUITS UNDERGROUND WITHIN THE CITY OF MCCOOK RIGHT OF WAY. NORTH ON E 13TH ST FROM STATE HIGHWAY 6 TO E C ST THEN WEST TO THE VIAERO TOWER. PLEASE REFERENCE THE PROJECT MAP ON THIS SHEET FOR CLARITY. THIS PROPOSED PROJECT IS APPROXIMATELY 494 FEET IN LENGTH.

WORK PLAN INDEX	
SHEET	DRAWING NAME
01	COVER SHEET
02	PROJECT SHEET
03-04	PROJECT NOTES
05	PROJECT DETAILS

LEGEND

- STREET SIGN
- ⊕ FIRE HYDRANT
- WATER METER
- ⊗ UTILITY VALVE
- ⊗ UTILITY POLE
- ⊙ UTILITY MANHOLE
- ⊙ UTILITY HANDHOLE
- ⊠ ELECTRICAL/UTILITY CABINET
- ⊠ TELEPHONE PED - CROSS BOX
- ⊠ PROPOSED VIAERO MANHOLE
- ⊠ PROPOSED VIAERO HANDHOLE
- ⊠ STORM INLET
- ⊠ STORM GRATE
- ⊠ CULVERT
- ⊠ TREE
- ⊠ CUT-RESTORE

LINETYPES

- CONDUIT - PERMITTED BY OTHERS
- CONDUIT - (PLOW / TRENCH)
- CONDUIT - DIRECTIONAL BORE
- RIGHT-OF-WAY
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EDGE OF SIDEWALK
- FENCE - EXISTING
- GUARD RAIL - EXISTING
- RAILROAD - EXISTING
- GAS - EXISTING
- UNDERGROUND ELECTRIC - EXISTING
- OVERHEAD ELECTRIC - EXISTING
- TELEPHONE - EXISTING
- STORM SEWER - EXISTING
- SANITARY SEWER - EXISTING
- STEAM - EXISTING
- WATER - EXISTING
- BUILDING

DRAWN BY: J MUSGRAVE
CHECKED BY: B KLEISEN
APPROVED BY:

VIAERO
Fiber Networks, LLC

1224 N. Platte Ave. Fort Morgan, CO 80701 PH: 970-467-3142 WWW.VIAERO.COM



SITE ADDRESS: McCook East CITY OF McCOOK

COVER SHEET

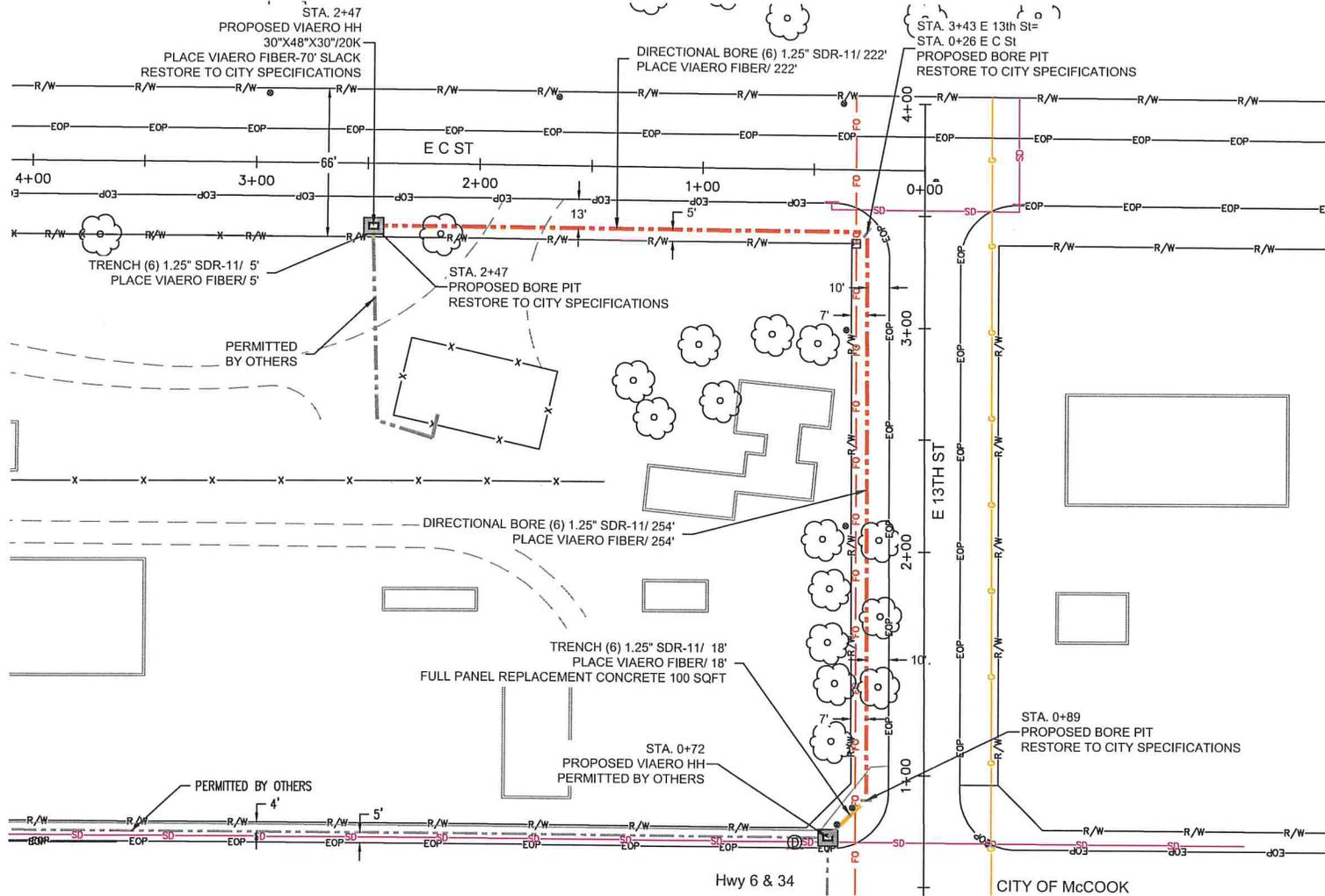
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DATE DIMED: 5/11/2021	
DATE REVISION: 2/2/2022	
SCALE: 1"=50'	
PLOT DATE: 2/2/2022	SHEET: 01 OF 05

PROJECT APPROVAL SIGN-OFFS:

CITY OF McCOOK _____ DATE: _____

VIAERO FIBER NETWORKS, LLC _____ DATE: _____

DIRECTION OF ENGINEERING →



LEGEND

- STREET SIGN
- ⊕ FIRE HYDRANT
- WATER METER
- ⊗ UTILITY VALE
- ⊗ UTILITY POLE
- ⊙ UTILITY MANHOLE
- ⊠ UTILITY HANDHOLE
- ⊠ ELECTRICAL/UTILITY CABINET
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- ⊠ PROPOSED VIAERO MANHOLE
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- STEAM-EXISTING
- WATER-EXISTING
- BUILDING

DRAWN BY: J MUSGRAVE
 CHECKED BY: B KLEISEN
 APPROVED BY:

VIAERO
 Fiber Networks, LLC

1224 N. Platte Ave. Fort Morgan, CO 80701 | 3142
 314-970-467-3142 | WWW.VIAERO.COM

install.com
Nebraska 811

SITE ADDRESS: McCOOK EAST
 CITY OF McCOOK

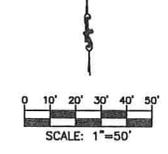
PROJECT SHEET

FILE NAME: CityOfMcCook_McCookEast to Nebraska 811 2/22/2022
 DATE DRAWN: 5/11/2021
 DATE REVISED: 2/2/2022
 SCALE: 1"=50'
 PLOT DATE: 2/2/2022

SHEET: 02 OF 05

MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO (6) - 1.25" SDR-11	499	
FT	VIAERO FIBER	569	
EA	VIAERO 30"x48"x30"/20K HH	1	

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	TRENCH (6) 1.25" SDR-11	23	
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SQFT	CUT AND RESTORE CONCRETE	100	
FT	PLACE VIAERO FIBER	569	
EA	PLACE VIAERO 30"x48"x30"/20K HH	1	



PROJECT NOTES

All work shall be performed in accordance with the Design and Construction Standards of City of McCook and shall be completed to the satisfaction of the City Engineer. In the event that a design element does not reflect City specifications the matter must immediately be brought to the attention of the Viero Fiber Networks LLC and the City Engineer. The design engineer shall be responsible for recommending a solution or alternative solutions to the City for review and approval.

- (A) The approval of an engineering construction drawing does not relieve the owner-developer-contractor of the responsibility of constructing workable public improvements. All revisions and/or corrections required will be solely the owner's-developer's-contractor's responsibility, and at their expense.
- (B) These plans have been checked by the City only for conformance with the Design and Construction Standards, compliance with development agreement conditions and for general conceptual approval of public improvements as shown. No detailed mathematical check was made for the accuracy of existing or proposed dimensions, lines or grades shown, including all existing utilities shown or not shown.
- (C) Utility locations shown reflect available record data. The contractor shall take precautionary measures to protect all utility lines shown and other utility lines otherwise located. The contractor shall notify the City Utilities Division and private utility companies 24 hours prior to beginning construction.
- (D) Before work begins, the contractor shall obtain a permit to work in the right-of-way from City Engineering Support Services and must notify the City right-of-way inspection staff 24 hours in advance of commencing construction activities.
- (E) The owner-developer shall provide the contractor with a complete and updated set of engineering construction drawings. These drawings, and any required permits, shall be at the site at all times and shall be make available to City staff upon request. If no plans appear on the project site, construction activities may be halted at the discretion of the City Engineer, or a designated representative.
- (F) The contractor agrees to comply with the provisions of the ATSSA Guide for Work Area Traffic Control and the Manual of Uniform Traffic Control Devices for construction signage.
- (G) All surplus materials, tools, and the temporary structures, furnished by the contractor, shall be removed from the project site by the contractor. All debris and rubbish caused by the operations of the contractor shall be removed, and the area occupied during construction activities shall be restored to its original condition, within 72 hours of project completion, unless otherwise directed by the City Engineer.

TELECOMMUNICATION FACILITY STANDARDS

- (H) The following standards shall apply to all telecommunication related facilities constructed within the City's right-of-way including local telephone, long distance telephone, cable TV, and other telecommunication services franchised or otherwise permitted by the City. All telecommunications facilities constructed in the City's right-of-way shall be underground unless otherwise permitted by the City Engineer.

GENERAL

- (I) All telecommunications facilities construction shall conform to the requirements of the following standards:

(1) American National Standards Institute, Inc. (ANSI), Electronic Industries Association (EIA), and Telecommunications Institute of America (TIA) Standards: EIA/TIA Standards Proposal No. 2840-A, Proposed Revision of EIA/TIA-568 (if approved to be published as EIA/TIA-568-A), EIA/TIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces, and TIA/EIA-607 Commercial Building Grounding and Bonding Requirements for Telecommunications.

(2) 1993 National Electrical Safety Code (NESC) C2-1993, published by the Institute of Electrical and Electronics Engineers (IEEE), Inc.

(3) National Electrical Code (NEC), published by the National Fire Association (NFPA).

(4) Federal Communications Commission

(5) Nebraska Public Service Commission

(6) Williams-Steiger Occupational Safety and Health Act (OSHA)

(7) detailed 1 inch = 100 feet scale engineering drawings presenting the specific conduit routing and associated Hand-hole locations and specifications, shall be submitted to the City Engineer's office for review and approval. Underground Cable Protection

(8) All buried telecommunications cable, shall be installed in conduit, SDR/11 or equivalent

Depth of Cover

- A. The minimum depth of cover over the conduit shall be 48 inches. Trench Specifications - Roadway and Other Paved Surfaces
- B. All trenches shall be open cut unless otherwise permitted by the City.
- C. Trenches shall have a minimum width of 6 inches.
- D. Trench backfill shall be flowable fill specified as a 0.6 sack mix in these standards.

LEGEND

- STREET SIGN
- FIRE HYDRANT
- WATER METER
- UTILITY VALVE
- UTILITY POLE
- UTILITY MANHOLE
- UTILITY HANDHOLE
- ELECTRICAL/UTILITY CABINET
- TELEPHONE PED - CROSS BOX
- PROPOSED VIAERO MANHOLE
- PROPOSED VIAERO HANDHOLE
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- TREE
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LINETYPES

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- RAILROAD-EXISTING
- GAS-EXISTING
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- TELEPHONE-EXISTING
- STORM SEWER-EXISTING
- SANITARY SEWER-EXISTING
- STEAM-EXISTING
- WATER-EXISTING
- BUILDING

DRAWN BY: J MUSGRAVE

CHECKED BY: B KLEISEN

APPROVED BY: _____



1224 W. Platte Ave. Fort Morgan, CO 80701 PH 1-970-487-3142 WWW.VIAERO.COM



SITE ADDRESS: MCCOOK EAST CITY OF MCCOOK

NOTES SHEET

FILE NAME: C:\p\McCook_McCookEast to Indiana_02\2202.dwg SHEET:

DATE DRAWN: 5/11/2021

DATE REVISION: 2/2/2022

SCALE: 1"=50'

PLOT DATE: 2/2/2022

03

SHEET: 03 OF: 05

PROJECT NOTES

E Vertical and horizontal separations between telecommunications facilities and other facilities shall be maintained as required by the NESC Section 32 Underground Conduit Systems. Conduit systems for telecommunications facilities shall be separated from conduit systems for power supply systems by:

- 1) 3 inches of concrete
 - 2) 4 inches of masonry
 - 3) 12 inches of well-tamped earth Warning Tape
- A) detectable orange colored cable warning tape shall be placed 12 to 18 inches above, the conduit in the trench.

Hand-Holes

- 1 All cavities required for cable pulling purpose shall be constructed as load bearing Hand-holes.
 - 2 Hand-holes shall be placed at a maximum spacing of 4200 feet in rural areas as specified by Viaero Fiber Networks LLC. In no case shall conduit bend radius exceed 180 degrees between Hand-holes. Hand-Holes shall be installed at each street intersection when future growth is anticipated.
 - 3 Handholes shall be 48"x30"x24"20K precast composite concrete and shall be placed Within 5' of the CITY OF MCCOOK Right-of-Way.
- A) Parallel separations are required to satisfy standards for utility trenching excavations and to provide for adequate maintenance operations. All crossings of natural and improved drainage ways, and irrigation ditches, shall meet the following conditions:
- B) Telecommunications conduit shall be placed a minimum 48 inches below the invert of the drainage way or ditch. This minimum depth of cover shall apply whether or not the drainage way is an open system or contained within a culvert.
- C) The telecommunications conduit shall consist of SDR/11 When the drainage way or ditch is an open system, contractor shall bore said drainage way or ditch at a 6' depth below the bottom of said drainage way or ditch and shall extend a minimum horizontal distance of 10 feet beyond each side of the drainage way, measured from top of bank to top of bank.

LEGEND

- STREET SIGN
- FIRE HYDRANT
- WATER METER
- UTILITY VALVE
- UTILITY POLE
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- UTILITY HANDHOLE
- ELECTRICAL/UTILITY CABINET
- TELEPHONE PED - CROSS BOX
- PROPOSED VIAERO MANHOLE
- PROPOSED VIAERO HANDHOLE
- STORM INLET
- STORM GRATE
- CULVERT
- TREE
- CUT-RESTORE

LINETYPES

- CONDUIT-PERMITTED BY OTHERS
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- CONDUIT-DIRECTIONAL BORE
- RIGHT-OF-WAY
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- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EDGE OF SIDEWALK
- FENCE-EXISTING
- GUARD RAIL-EXISTING
- RAILROAD-EXISTING
- GAS-EXISTING
- UNDERGROUND ELECTRIC-EXISTING
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- TELEPHONE-EXISTING
- STORM SEWER-EXISTING
- SANITARY SEWER-EXISTING
- STEAM-EXISTING
- WATER-EXISTING
- BUILDING

DRAWN BY: J MUSGRAVE

CHECKED BY: B KLEISEN

APPROVED BY: _____



1224 W. Picta Ave. PH: 1-877-467-3142
Fort Morgan, CO 80701 WWW.VIAERO.COM



SITE ADDRESS:
MCCOOK EAST
CITY OF MCCOOK

NOTES SHEET

FILE NAME: CityOfMcCook_McCookEast to Indiana_02/2022.dwg SHEET:

DATE DRAWN: 5/11/2021

DATE REVISION: 2/22/2022

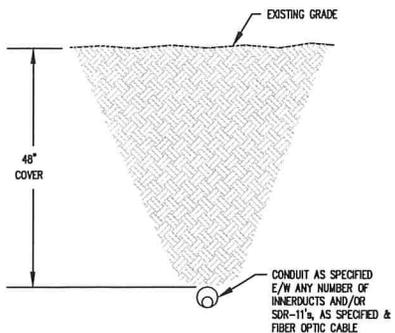
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PLOT DATE: 2/22/2022

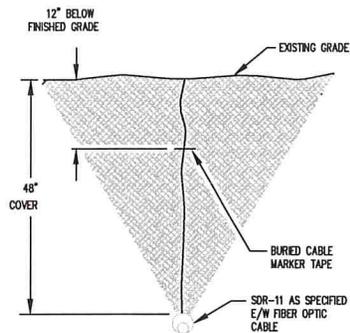
04

SHEET 04 OF 05

TYPICAL DETAIL "A"
PLACE CROSS SECTION FOR CONDUIT



TYPICAL DETAIL "B"
PLACE SDR-11

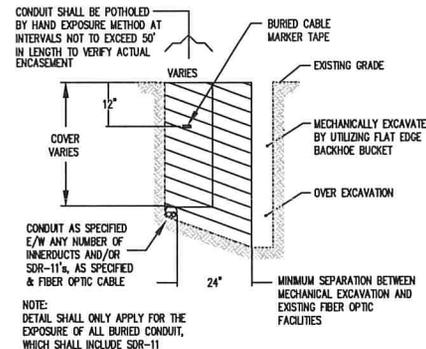


NOTE:
ALL SDR-11 USED FOR VIAERO CABLE
WILL BE TERRA-COTTA ORANGE IN
COLOR AND MANUFACTURED IN
ACCORDANCE WITH ASTM D-3035.

TYPICAL DETAIL "C"
CROSS SECTION OF EXISTING SDR-11

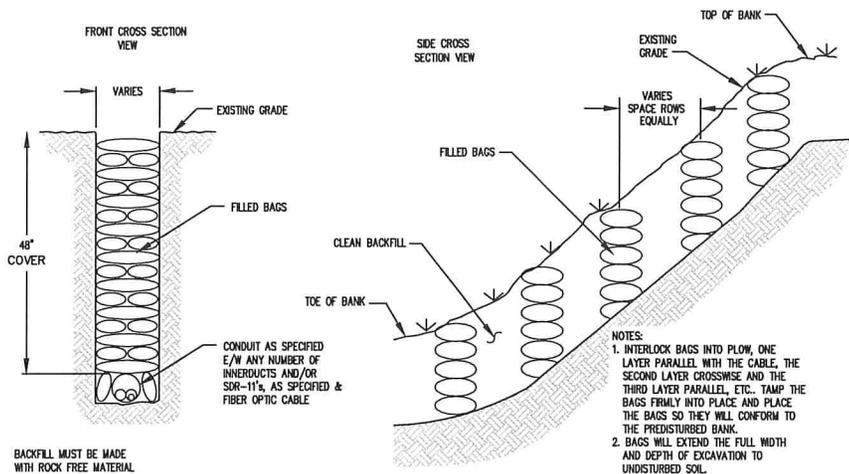


TYPICAL DETAIL "D"
EXPOSE CONDUIT BY POTHOLE/SIDE EXPOSURE METHOD



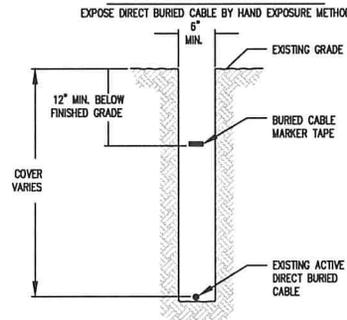
NOTE:
DETAIL SHALL ONLY APPLY FOR THE
EXPOSURE OF ALL BURIED CONDUIT,
WHICH SHALL INCLUDE SDR-11

TYPICAL DETAIL "E"
FLOW EROSION CONTROL



BACKFILL MUST BE MADE
WITH ROCK FREE MATERIAL

TYPICAL DETAIL "F"
EXPOSE DIRECT BURIED CABLE BY HAND EXPOSURE METHOD



LEGEND

- STREET SIGN
- ⊕ FIRE HYDRANT
- ⊙ WATER METER
- ⊖ UTILITY VALVE
- ⊗ UTILITY POLE
- ⊙ UTILITY MANHOLE
- ⊠ UTILITY HANDHOLE
- ⊠ ELECTRICAL/UTILITY CABINET
- ⊠ TELEPHONE PED - CROSS BOX
- ⊠ PROPOSED VIAERO MANHOLE
- ⊠ PROPOSED VIAERO HANDHOLE
- ⊠ STORM INLET
- ⊠ STORM GRATE
- ⊠ CULVERT
- ⊙ TREE
- CUT-RESTORE

LINETYPES

- CONDUIT-PERMITTED BY OTHERS
- CONDUIT-(FLOW / TRENCH)
- CONDUIT-DIRECTIONAL BORE
- RIGHT-OF-WAY
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EDGE OF SIDEWALK
- FENCE-EXISTING
- GUARD RAIL-EXISTING
- RAILROAD-EXISTING
- GAS-EXISTING
- UNDERGROUND ELECTRIC-EXISTING
- OVERHEAD ELECTRIC-EXISTING
- TELEPHONE-EXISTING
- STORM SEWER-EXISTING
- SANITARY SEWER-EXISTING
- STEAM-EXISTING
- WATER-EXISTING
- BUILDING

DRAWN BY: J MUSGRAVE

CHECKED BY: B KLEISEN

APPROVED BY:



1224 W. Platte Ave. Fort Morgan, CO 80701

PH: 970-667-3142
WWW.VIAERO.COM



SITE ADDRESS: McCOOK EAST
CITY OF McCOOK

DETAIL SHEET

FILE NAME: CityOfMcCook_McCookEast to Indiana_01_2022.dwg SHEET: 05 OF 05

DATE DRAWN: 5/11/2021

DATE REVISION: 2/2/2022

SCALE: 1"=50'

PLOT DATE: 2/2/2022

05

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.1.

Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Farm to Table Diner, at the Keystone Business Center, 402 Norris Avenue, on February 22, 2022 from 3:00 P.M. to 11:00 P.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 2, 2022



Nathan A. Schneider, City Manager

February 2, 2022

**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

Ambriz Ventures, LLC

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

312 Norris Ave., McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

CK 124450

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

2-25-22

Event Start Time(s):

3:00 p

Event End Time(s):

11:00 p

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Keystone Business Center

Event Street Address/City: 402 Norris Ave., McCook, NE 69001

Indoor area to be licensed in length & width: 105 x 75

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

Type of Event: Farm to Table Dinner Estimate # of attendees: 125

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: Andrew Ambriz Event Contact Phone Number: 308-345-6500

Event Contact Email: andrew.james.ambriz@gmail.com

*Signature Authorized Representative: Andrew Ambriz Printed Name Andrew Ambriz

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
FEBRUARY 7, 2022 MCCOOK CITY COUNCIL MEETING**

3.J.

ITEM NO. ___ Approve a lease agreement between the City of McCook and Blackwood Enterprises, LLC for the use of the parking located at 526 West B Street a/k/a McCook's old public safety center.

BACKGROUND:

Blackwood Enterprises, LLC is finishing construction on its building located north of McCook's old public safety center. In order to meet the city's off-street parking requirements, Blackwood Enterprises approached the City Council to determine whether the property was for lease. The Council instructed staff members to determine whether a lease was feasible, and if feasible, construct a lease between Blackwood Enterprises and the City of McCook for the use of the parking area for Blackwood's purposes. Staff determined that a lease was feasible. A lease has been prepared for consideration.

The lease permits Blackwood Enterprises to use a 63' x 62' section of parking lot directly northeast of the old public safety center, plus an additional five parking spaces on the north side of the building. With the combination of off-street parking spaces Blackwood will create as part of their building project plus the parking made available through this lease, there will be adequate parking for their project.

Under the terms of the contract, Blackwood Enterprises will have non-exclusive rights to the city' parking lot. The duration of the lease shall be one year with the lease to renew automatically unless notice is given 30 days on advance. Blackwood Enterprises will pay rent in the amount of \$450/year to the City. Blackwood Enterprises will paint parking spaces at its own cost and will maintain the parking area during the term of the lease. Both parties agree that the parking area will not interfere with the city's ingress and egress from the bay. Blackwood Enterprises will include the areas in its general liability policy and will indemnify the city.

The parties to the lease have met with Kathy Haas of the Family Resource Center which rents a portion of the old public safety center. Ms. Haas is comfortable with leasing the space to Blackwood Enterprises.

APPROVALS:



Nathan A. Schneider, City Manager

February 2, 2022



Lea Ann Doak, City Clerk

February 2, 2022



Kyle Potthoff, Public Works Director

February 2, 2022

PARKING LOT LEASE AGREEMENT

This Parking Lot Lease Agreement (the "Lease") is made and entered into as of December ___, 2021, (the "Effective Date") by and between Blackwood Enterprises, LLC, a Nebraska Limited Liability Company ("Tenant"), and the City of McCook, Nebraska, a Nebraska municipal corporation ("Landlord"). The Landlord and the Tenant shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Tenant is a construction company and a real estate developer. The Tenant has constructed a multi-unit commercial/residential building at 520 West B Street, McCook Nebraska (the "Building Site").

WHEREAS, pursuant to City of McCook Zoning Regulations the purposes for which the Building Site will be used require a minimum of 49 parking spaces. Currently the Building Site does not have enough parking spaces on site.

WHEREAS, Landlord owns the following legally described property which lies to the south of the Building Site and is adjacent to the Building Site: Section 30 Township 3 Range 29W - The Ninth Addition to McCook Blk 9, E 100' Of Lot 16 Except The NE 20'x60', W 85' Of Lot 17 & W 35' Lot 18 (Old Public Safety Center Site).

WHEREAS, there is a building on the Old Public Safety Center Site. Landlord leases the south side of the building to a tenant and Landlord uses the east side of the building for storing vehicles and machinery. The East side of the building has large bay doors on the north side that the Landlord uses to get its vehicles and machinery out. The large paved area on the north east portion of the Old Public Safety Center Site is used by Landlord's current tenant for parking purposes. However, Landlord's current tenant does not regularly use the space.

WHEREAS, Landlord is willing to lease to Tenant, on a nonexclusive basis, for use as parking spaces a 63' x 62' section of the paved portion of the Old Public Safety Center Site northeast of the Old Public Safety Center Site building and 5 parking spaces on the northwest side of the building on the Old Public Safety Center Site.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Demise of Premises**. The Landlord hereby nonexclusively demises and lets to the Tenant, and the Tenant hereby takes and leases from the Landlord, for the term or terms and upon the provisions hereinafter specified, the following described property: the real property as shown and described on Exhibit A of this Lease (collectively, the "Leased Premises"), attached hereto and made a part hereof, together with all easements, rights and appurtenances thereunto.

2. **Term.** The Tenant is hereby leasing the Leased Premises for the initial term commencing on April 1, 2022 (the "Effective Date") and terminating on December 31, 2022 (the "Initial Term"). The Lease shall automatically renew for subsequent one year terms unless either Party provides at least thirty (30) days written notice of their desire to terminate the Lease.
3. **Rent.** Tenant agrees to pay rent to Landlord in the sum of Four Hundred Fifty Dollars (\$450.00) per year during the Term hereof ("Rent"). The Rent will be paid yearly with the first payment due and payable on the Effective Date. The amount of rent paid for the initial term shall be prorated to Four Hundred Twelve Dollars (\$412.50).
4. **Acceptance of Premises.** Tenant acknowledges that a full and complete inspection of the Premises has been made and Landlord has fully and adequately disclosed the existence of any defects that would interfere with Tenant's use of the Premises for their intended commercial purpose.
5. **Use of Premises.** The Leased Premises shall be used by Tenant only for purposes of parking the Tenant's customers', guests' and invitees' vehicles and for no other use or purpose without the Landlord's prior written consent, which shall be granted or withheld in Landlord's sole and subjective discretion. The Tenant will not otherwise hold the Leased Premises open for use by the general public nor collect any rate or charge for the parking of a motor vehicle on the Leased Premises. The Tenant shall comply with all federal, state and local laws, ordinances, codes and regulations regarding the Leased Premises and the permitted use upon the Leased Premises, and shall undertake all measures reasonably necessary to ensure to Landlord's satisfaction that all of Tenant's customers, guests and invitees using the Leased Premises shall do so in an acceptably safe manner. Tenant shall be responsible for keeping the Leased Premises clear of trash and debris and for all snow removal.
6. **Parking Space Dimensions.** The Leased Premises does not currently have marked parking spaces. The Tenant shall be responsible for creating the parking spaces. The parking spaces that Tenant creates on the Leased Premises must be at least 18' in length and 9' in width. Should the Tenant create two rows of parking spaces on the Leased Premises, the rows of parking spaces shall be separated by at least 24'.
7. **Cost of Painting Parking Spaces.** The Tenant shall be responsible for the creation of the parking spaces on the Leased Premises. The Tenant shall be responsible for the cost of painting the parking space markings and for maintaining the markings.
8. **Tenant Indemnity.** TO THE EXTENT ALLOWED BY LAW, TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, ASSIGNS, GUESTS AND INVITEES SHALL INDEMNIFY, DEFEND, AND HOLD THE LANDLORD, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITY, COSTS, EXPENSES AND DAMAGES OF EVERY KIND AND NATURE, INCLUDING REASONABLE

ATTORNEY'S FEES, ARISING FROM (I) THE TENANT'S USE AND OCCUPANCY OF THE LEASED PREMISES, (II) ANY BREACH OR DEFAULT BY THE TENANT UNDER THE PROVISIONS OF THIS LEASE, OR (III) ANY ACT, OMISSION, OR NEGLIGENCE ON OR ABOUT THE PREMISES BY THE TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, ASSIGNS, GUESTS AND INVITEES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE LANDLORD BY REASON OF SUCH CLAIM, THE TENANT AT LANDLORD'S OPTION, SHALL DEFEND SUCH ACTION OR PROCEEDING BY COUNSEL REASONABLY SATISFACTORY TO LANDLORD.

9. **Tenant Assignment.** Tenant shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet the Leased Premises or any part or parts thereof, nor permit occupancy by anyone, without the prior written consent and authority of Landlord which consent may be granted or withheld at the sole and subjective discretion of Landlord. Any such assignment made with the written permission of Landlord shall not relieve Tenant of any liability hereunder, and Tenant shall remain jointly and severally liable for the performance of all obligations hereunder from and after the date of any such permitted assignment.
10. **Landlord Access to Leased Premises.** Landlord shall have the right to access the Leased Premises and remove any and all vehicles from the Leased Premises without notice if an emergency necessitates the Landlord doing so. Whether or not an emergency necessitates the Landlord accessing the Leased Premises and removing vehicles shall be determined at the sole and subjective discretion of Landlord.
11. **Insurance.** Tenant must procure and keep in force during the term of this Lease General Liability insurance with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance policy must include Landlord as additional insured. Tenant must provide Landlord with a declarations page or endorsement evidencing that Landlord has been added as an additional insured on all liability policies.
12. **Events of Default.** The following events shall be deemed to be events of default by Tenant under this Lease ("Event of Default"): (a) Tenant shall have, failed to pay the rent or any other charge provided herein, or any portion, thereof, within ten (10) days after the same shall be due and payable; (b) Tenant shall have failed to comply with any other provisions of this agreement and shall not cure such failure within thirty (30) days after Landlord, by written notice, has informed Tenant of such noncompliance; (c) Tenant abandons the Leased Premises.
13. **Tenant's Right to Terminate.** The Tenant shall have the right to terminate this Lease without cause upon thirty (30) days' prior written notice to the Landlord.

14. **Landlord's Right to Terminate.** The Landlord shall have the right to terminate this Lease without cause upon thirty (30) days prior written notice to the Tenant.

15. **Notice.** Any and all notices given in connection with this Lease shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, FedEx or other overnight messenger service, or by first class certified mail, postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is delivered to the address required by this Lease; (b) the date delivered is refused at the address required by this Lease; or (c) with respect to notices sent by mail, the date as of which the postal service indicates such notice to be undeliverable at the address required by this Lease. Any and all notices referred to in this Lease, or that either party desires to give to the other, shall be addressed as follows:

For Landlord: City of McCook
P.O. Box 1059
McCook, NE 69001

For Tenant: James M. Hegwood, Jr.
1010 E. 6th
McCook, NE 69001

16. **Miscellaneous.**

16.1. All obligations under this Lease will be performed and payable in Red Willow County, Nebraska. The laws of the State of Nebraska will govern this Lease and venue for any action under this Lease shall be in the courts of Red Willow County, Nebraska.

16.2. Any changes or modifications of this Lease must be in writing, and signed by the parties hereto. This Lease supersedes any previous understandings or agreements between the parties relating to the Leased Premises.

16.3. Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Lease.

16.4. No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

16.5. This Lease may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same

agreement. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Lease.

16.6. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Lease.

16.7. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and date herein above set forth.

LANDLORD:

City of McCook Nebraska

By: _____
Name: ~~Nathan A. Schneider~~ Michael D. Gonzales
Title: City Manager Mayor
Date of Execution: _____

TENANT:

Blackwood Enterprises

By: _____
Name: James M. Hegwood, Jr.
Title: Owner
Date of Execution: _____

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.K.

RECOMMENDATION:

APPROVE THE FIXED BASE OPERATOR LEASE AGREEMENT WITH CLEO SPENCER, D/B/A RED WILLOW AVIATION AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

On November 1, 2022, Cleo Spencer became the new owner of Red Willow Aviation. Long time owner Griff Malleck has retired from the operation.

Cleo joined Griff and Red Willow Aviation as the CEO in 2020. Cleo has reviewed the contract and approves as written. The language and terms of the new FBO agreement remain identical to the previous lease.

The City of McCook appreciates the hard work and dedication that Griff provided at the airport over many decades and we look forward to working with Cleo and his staff moving forward.

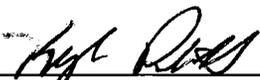
Included with this report is a very good story that was written and included in the November 4, 2021 addition of the McCook Gazette.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

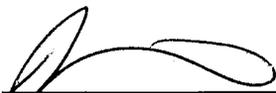
APPROVE THE FIXED BASE OPERATOR LEASE AGREEMENT WITH CLEO SPENCER, D/B/A RED WILLOW AVIATION AND AUTHORIZE THE MAYOR TO SIGN.

APPROVALS:



Kyle Pothoff, Public Works Director

February 3, 2022



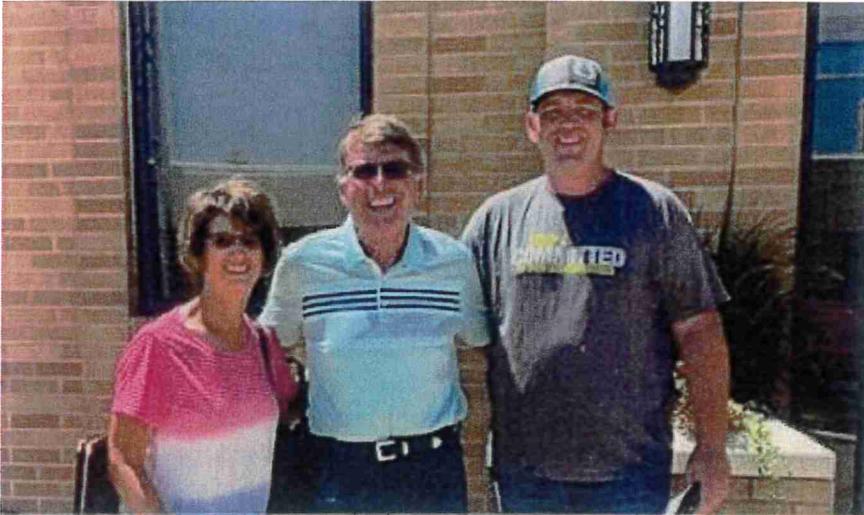
Nate Schneider, City Manager

February 3, 2022

McCook Gazette

Red Willow Aviation & Spraying announces plans for succession

Thursday, November 4, 2021



Griff and Vickie Malleck, left, have announced a succession plan with Cleo Spencer becoming owner of Red Willow Aviation & Spraying Inc. as of Nov. 1.

Courtesy photo

McCOOK, Neb. — Owners of Red Willow Aviation & Spraying Inc. (RWA or Red Willow Chemical D.B.A.) are excited to announce succession plans, with Cleo Spencer succeeding Griff Malleck as owner, effective Nov. 1, 2021.

Cleo joined Red Willow Aviation in 2020 as the CEO after being a trusted friend and adviser to Griff and Red Willow Aviation for several years. Cleo brings strong leadership, a background in business and finance, and knowledge of the Ag industry, and already during his time with Red Willow Aviation he and his team have driven growth by focusing on the development of people, customer service and helping the community.

Griff says he isn't going anywhere just yet! He will continue to serve as adviser and mentor over the next few years to ensure a smooth transition for the team and their valued customers. Since Red Willow Aviation & Spraying's beginning in 1980, Griff made sure the focus was providing quality chemicals, aerial application, and the best customer service available.

Many people have gotten to love hearing "Hey, this is Griff!" either in person or on the radio.

Thanks to Griff's love of his community, his love of flying, and with the love and support of his wife Vickie; friends, family, and customers still get to hear and see Griff while he takes on his new role.

Red Willow Aviation & Spraying continues their commitment to serving our community, current and future customers. They know there are many challenges facing the Ag community, and with supply shortages looming, RWA has made investments in chemical products to ensure their customers' needs will always be met.

Cleo said he wants their customers and the community to know that his family and the Red Willow Aviation & Spraying team are thankful to have Griff and Vickie supporting them and they are committed to promoting aviation, selling quality products, serving our community, and most importantly, providing excellent customer service. "Griff and Vickie have had a big impact on many people's lives, and we know we have big shoes to fill, but we look forward to stepping into those shoes and continuing to be leaders in the industry and community." Cleo said.

Cleo especially is looking forward to putting down roots in McCook and making southwest Nebraska home for his family for generations to come.

FIXED BASE OPERATOR LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of February, 2022, to be effective as of November 1, 2021, by and between Cleo Spencer, d/b/a Red Willow Aviation, hereinafter referred to as the "Lessee", and the City of McCook, Nebraska, hereinafter referred to as the "City".

THIS AGREEMENT is entered into for the purpose of leasing a site to the Lessee for the operation of a Fixed Base Operator business including the location of buildings and the provision of services contingent therewith. Also, this agreement is entered into for the purpose of establishing the compensation to be paid to the City for such lease, the manner and conditions under which the site may be used, and the responsibilities and authority of the parties involved.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE LESSEE AND THE CITY AS FOLLOWS:

SECTION 1. THIS AGREEMENT is conditioned upon the approval of the construction of the building and other improvements provided for in this lease by the Federal Aviation Administration ("FAA"). Lessee agrees to submit the Form 7460 to the FAA in order to receive approval for such construction and provide verification to the City Manager of City that such form has been properly submitted and that such construction of the building and other improvements have been approved by the FAA.

SECTION 2. The City hereby leases to the Lessee the following described sites on the McCook Ben Nelson Regional Airport for the purposes as hereinafter set out, said sites hereinafter referred to as the "Premises" as shown on Exhibit "A" and Exhibit "B" attached to this agreement:

Exhibit "A": A tract of land on the McCook Ben Nelson Regional Airport, said leased tract being all of a tract commencing at a point on the building restriction line – the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650' – the point being 1,254' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence northwest perpendicular to the building restriction line a distance of 191'; thence southwest parallel to the building restriction line for a distance of 143'; thence northwest perpendicular to the building restriction line a distance of 126'; thence southwest parallel to the building restriction line for a distance of 224'; thence southeast perpendicular to the building restriction line a distance of 317' to the building restriction line; thence northeast 367' along the building restriction line to the point of beginning;

AND

Exhibit "B": A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line – the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650' – the point being 2,299' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence southwest along the building restriction line a distance of 90'; thence northwest perpendicular to the building restriction line for a distance of 75'; thence northeast parallel to the building restriction line a distance of 90'; thence southeast perpendicular to the building restriction line for a distance of 75' to the point of beginning.

SECTION 3. LEASE PAYMENT. The Lessee shall pay to the City the amount of \$3,530.00 per year for the period beginning June 1, 2022 through May 31, 2023 as rent in compensation to the City for the Lessee's right to use the above-described tract as herein specified. Thereafter the annual rental amount shall increase three percent (3%) each year during the term of the lease as follows:

<u>Rental Period</u>	<u>Rental</u>
June 1, 2022 through May 31, 2023	\$3,530.00
June 1, 2023 through May 31, 2024	\$3,635.00
June 1, 2024 through May 31, 2025	\$3,744.00
June 1, 2025 through May 31, 2026	\$3,856.00
June 1, 2026 through May 31, 2027	\$3,972.00
June 1, 2027 through May 31, 2028	\$4,091.00
June 1, 2028 through May 31, 2029	\$4,214.00
June 1, 2029 through May 31, 2030	\$4,340.00
June 1, 2030 through May 31, 2031	\$4,470.00
June 1, 2031 through May 31, 2032	\$4,604.00
June 1, 2032 through May 31, 2033	\$4,742.00
June 1, 2033 through May 31, 2034	\$4,884.00
June 1, 2034 through May 31, 2035	\$5,031.00
June 1, 2035 through May 31, 2036	\$5,182.00
June 1, 2036 through May 31, 2037	\$5,337.00
June 1, 2037 through May 31, 2038	\$5,497.00
June 1, 2038 through May 31, 2039	\$5,662.00
June 1, 2039 through May 31, 2040	\$5,832.00
June 1, 2040 through May 31, 2041	\$6,007.00
June 1, 2041 through May 31, 2042	\$6,187.00
June 1, 2042 through May 31, 2043	\$6,373.00
June 1, 2043 through May 31, 2044	\$6,564.00
June 1, 2044 through May 31, 2045	\$6,761.00
June 1, 2045 through May 31, 2046	\$6,964.00
June 1, 2046 through May 31, 2047	\$7,173.00
June 1, 2047 through May 31, 2048	\$7,388.00
June 1, 2048 through May 31, 2049	\$7,610.00
June 1, 2049 through May 31, 2050	\$7,838.00

The lease payment will be due annually in advance with the first payment being made on June 1, 2022 and each subsequent payment being due on June 1 of each subsequent year thereafter that this lease shall remain in effect. Time is of the essence of this Agreement. Any failure to make payment when due shall constitute default.

SECTION 4. TERM. This lease shall be for a term commencing on November 1, 2021 and terminating May 31, 2050. Prior to the expiration of this lease, the parties may agree to extend this lease under such terms and conditions as may be mutually agreed upon by the parties.

SECTION 5. LESSEE'S COMMITMENT TO OFFER FIXED BASE OPERATOR SERVICES. This agreement and lease is issued to the Lessee based upon the Lessee's representation and commitment that the Lessee will offer to the public at the McCook Ben Nelson Regional Airport a full range of aeronautical services including the following:

Aircraft sales; air frame and power plant repair; aircraft rental; flight training; aircraft fuel and oil dispensing service; and aircraft storage service. Lessee must also offer charter service and/or aerial application service.

The Lessee may provide at its option additional services including but not limited to the following:

Glider instruction; air ambulance; instrument repair; and aerial advertising.

SECTION 6. COVENANTS OF THE CITY. The City covenants with the Lessee as follows:

- a) the Lessee shall have the right to the non-exclusive use of the City's landing field, runways, and other facilities subject to all reasonable rules and regulations of the City and subject to Federal Air Regulations;
- b) the Lessee shall have the non-exclusive right and privilege to sell gas and oil products at said leased premises.

SECTION 7. COVENANTS OF THE LESSEE. The Lessee covenants with the City:

- a) to furnish good, prompt and efficient service adequate to meet all demands for its service at the airport;
- b) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof;
- c) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
- d) to fully comply with the regulations and minimum standards as amended by the City from time to time when such standards or regulations have been approved by the Federal Aviation Administration;
- e) in the use of the premises or in the exercise of the rights granted hereunder, the Lessee will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 15 of the Office of the Secretary of Transportation. (The City reserves the right to take such actions as the United States Government may direct to enforce this covenant.);
- f) to exercise reasonable care to prevent the operation of airplanes on the McCook Ben Nelson Regional Airport by unauthorized persons;
- g) to keep said premises and the equipment installed thereon in a neat, safe and sanitary condition and in good order and repair, and shall so manage and operate so as not to endanger the lives or property of others;
- h) the Lessee shall neither sell nor assign this Lease or sublet any of the premises nor grant any interest, privilege or license whatsoever in connection with this lease without first obtaining permission from the City in writing which shall not unreasonably be withheld. The City shall not grant permission to assign this lease unless: (a) at the time of such assign, sublet or other conveyance this Lease is in full force and effect; (b) Lessor is given notice of the Lessee's intention to assign or sublease the lease and its proposed effective date at least thirty (30) days prior to the proposed effective date; (c) such proposed assignment or sublease is in writing; (d) such assignment includes the unexpired balance of the lease term; (e) every

assignee or Sublessee assumes this Lease, and (f) the Lessee provides sufficient written information to the City establishing the creditworthiness of the proposed Sublessee or Assignee.

- i) the Lessee shall exercise due diligence at all times in the protection of the premises against damage or destruction by fire or other casualty.
- j) the Lessee shall contract for in its own name and shall pay for all utility services rendered or furnished to the Premises, including heat, air conditioning, water, gas, electricity, sewer rental and sewage treatment facilities and the like, together with all taxes levied or charged on such utilities.
- k) the Lessee, in addition to the annual rent charged by City to Lessee, shall pay all real estate taxes and special assessments levied upon the premises, upon the Lessee, or upon the buildings and improvements thereon which are assessed during the lease term. Taxes and special assessments shall be deemed payable immediately prior to the date they would become delinquent. Lessee shall be required to pay real estate taxes and special assessments which are based upon the periods of time included within the terms of this Lease and any renewals thereof even though not payable to the taxing authority until after the term of this Lease. Lessee shall pay said taxes directly to the taxing authority.

SECTION 8. RESERVATIONS OF THE CITY. The City reserves the following:

- a) The City reserves the right to repair and maintain the landing area of the airport and all publicly owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.
- b) the City reserves the right to operate, maintain the airport and further develop and improve the landing area, ramp, taxiways, and all publicly owned air navigational facilities of the airport as it sees fit, regardless of the desires of use of the Lessee and without interference or hindrance;
- c) the City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the airport which in the opinion of the City would limit the usefulness of the airport or constitute a hazard to aircraft;
- d) the City reserves the right during time of war or national emergency to enter into an agreement with the united States Government for military or naval use, a part or all of the landing area, publicly owned air navigational facilities, and/or other areas or facilities of the airport, including the leased premises. If any such agreement is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the agreement with the government shall be suspended;
- e) the City reserves a free and unrestricted right of flight for passage of aircraft and the air space above the surface of the premises herein leased, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operation on or about the McCook Ben Nelson Regional Airport for use and benefit of the public;
- f) the City reserves to itself and to the officers, agents, and employees of the military forces of the United States, the right to enter upon said premises during normal business hours for the purpose of its protection and inventory and what otherwise

would seem unnecessary for protection of the interest of the City and the United States Government and the Lessee shall have no claim of any character or account thereof against the United States, the City, or any officer, agent, or employee of either.

SECTION 9. GENERAL CONDITIONS.

- a) the City shall not be responsible to the Lessee for any damages or claims on account of damages to the Lessee or its property, persons or employees arising from the manner of storage of any aircraft, fire in hangar, conditions of the flying field or flying facilities, failure of the lighting or navigational facilities or for the use made of the airport by any other person;
- b) the Lessee is and shall be an independent contractor responsible to all parties for all of its acts or omissions and the City shall in no way be responsible therefore;
- c) the City shall not be liable to the Lessee for any injury or damages resulting from any defect in the condition of the premises or for any damage that may result from a negligent action of any tenant or other Lessee of the City or from the use of said airport by any other person in any manner whatsoever;
- d) the Lessee has inspected and knows the conditions of the leased premises and it is understood that the same is hereby leased without any representation or warranty by the City whatsoever and without obligation on the part of the City to make any alterations, repairs or additions thereto;
- e) the Lessee shall not construct any permanent structures on said premises and shall not construct any temporary structure or advertising thereon without the prior written consent of the City;
- f) any property of the City's which is damaged or destroyed by the Lessee incidental to the Lessee's use and occupation of the premises, ordinary wear and tear accepted, shall be promptly repaired or replaced by the Lessee to the satisfaction of the City or in lieu of such repair or replacement, the Lessee shall if so required by the City, pay to the City or to the City's assignee an amount sufficient to compensate for the loss sustained by the City by reason of damages to or destruction of property belonging to the City;
- g) this lease is made subject to all the reservations and provisions of Section 581 of the Atomic Energy Act of 1946 (60STAT.761) and is further subject to all existing and future oil, gas and mineral leases upon said property;
- h) nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958;
- i) this agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America relative to the maintenance, operation or development of the airport;
- j) the Lessee shall be responsible for the removal of the snow from the premises as hereinabove described in such fashion as may be deemed necessary in order to utilize the premises as intended.

SECTION 10. DEFAULT. The occurrence of the following events shall constitute a default by Lessee under this Agreement: (l) Lessee fails to timely pay rent due and Lessee fails to cure the delinquency within thirty (30) days following written notice of such delinquency from

City; or (ii) Lessee violates any requirement under this Agreement and fails to cure the same within thirty (30) days following written notice of such violation from City.

Upon any default by Lessee under this Agreement, City may (at any time) pursue any or all remedies available to the City, including, but not limited to, the following: (i) terminate Lessee's rights under this Agreement upon delivering a written notice of termination; and (ii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Lessee shall pay all costs and damages arising out of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises, and attorneys' fees and costs. Notwithstanding any termination or re-entry, Lessee shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Lessee shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provided Lessee with written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Lessee under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Nebraska law.

If Lessee fails to pay when due any amount required to be paid by Lessee under this agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Lessee's failure to make payment in a timely manner. All amounts due under this agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

SECTION 11. TERMINATION. On or before the date of the expiration of this lease or termination thereof, the Lessee shall at his own cost vacate the leased premises, remove property of the Lessee therefrom and restore the leased property to as good of order and condition as that existing upon the premises at the date of commencement of this lease, less ordinary wear and tear.

SECTION 12. RIGHT OF FIRST REFUSAL. The City shall have a first right of refusal for purchase of the shop-type airplane hangar buildings and other structures or buildings which may from time to time be authorized and constructed by Lessee on the premises. The purchase price of such structures shall be determined by a process of appraisal whereby the City will appoint a registered appraiser and the Lessee shall likewise appoint a registered appraiser. The two registered appraisers so appointed and retained shall select a third registered appraiser. The purchase price of the building shall be the average of the three appraisal amounts computed by each appointed and retained appraiser as hereinbefore set forth. The City shall have thirty (30) days from the date that the appraisal is certified and delivered to the City and the Lessee to extend an offer to the Lessee for the amount in the appraisal. Upon receipt of such offer, the Lessee is bound to accept it and transfer the property to the City for such amount. If the City chooses not to purchase any or all of the property owned by the Lessee on the site, the Lessee may proceed to dispose of the property or have it removed from the premises as may be deemed appropriate. All such disposition shall be concluded within sixty (60) days after the termination of the lease after which the City shall have the right to clear the premises of the Lessee's property.

SECTION 13. HOLD HARMLESS. The Lessee hereby agrees to indemnify and hold the City and its employees and officers harmless from and against any and all liability for losses

caused by the Lessee's acts, in connection with the use or occupancy of the demised premises and the business operated therefrom.

SECTION 14. EFFECT OF AGREEMENT. This agreement shall bind and the benefits therefrom shall enure to the respective parties thereto, their representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2022.

ATTEST:

CITY OF MCCOOK, NEBRASKA

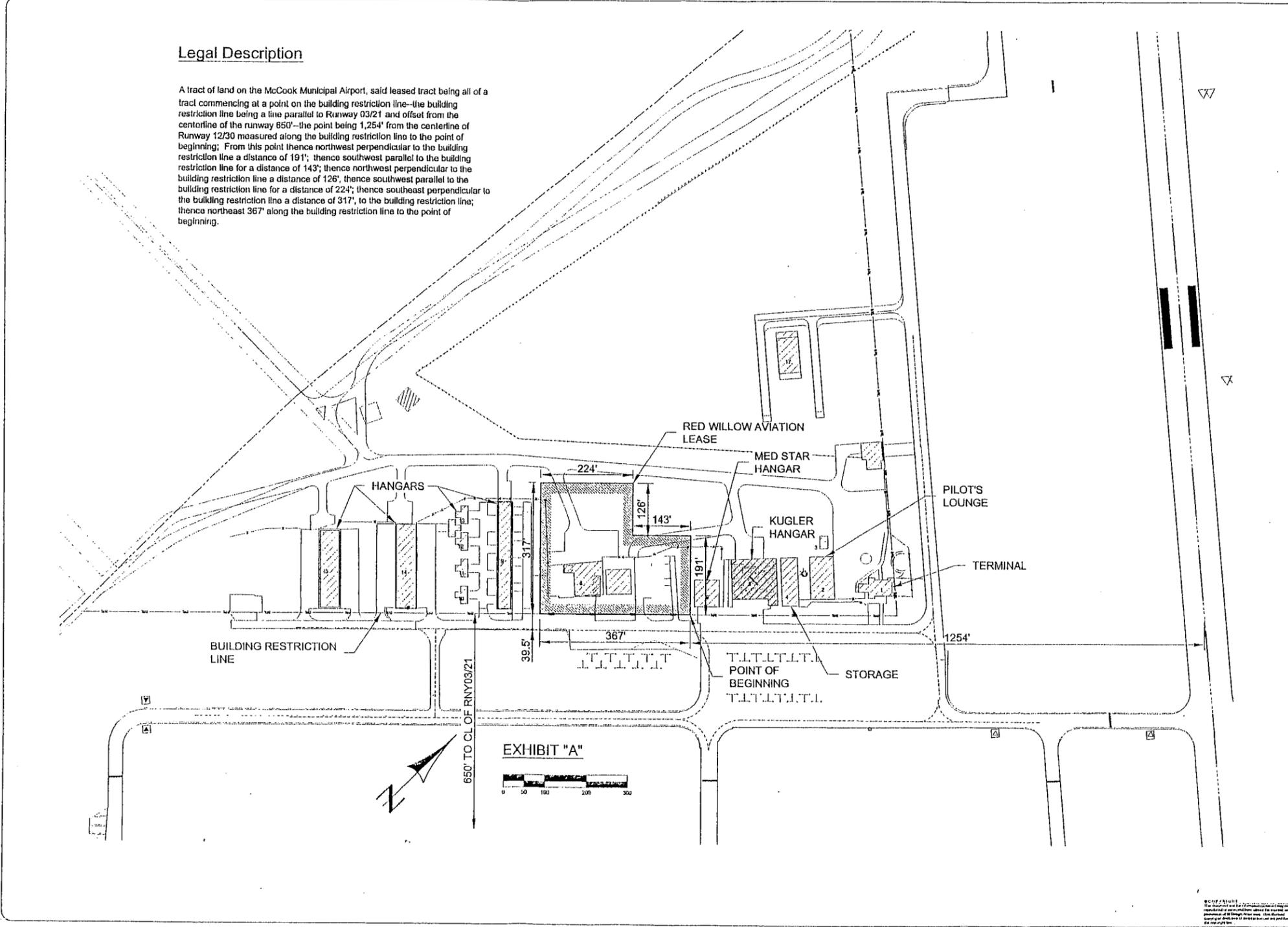
Lea Ann Doak, City Clerk

Michael D. Gonzales, Mayor

Cleo Spencer,
d/b/a Red Willow Aviation
Date of execution: _____

Legal Description

A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 03/21 and offset from the centerline of the runway 650'—the point being 1,254' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence northwest perpendicular to the building restriction line a distance of 191'; thence southwest parallel to the building restriction line for a distance of 143'; thence northwest perpendicular to the building restriction line a distance of 126'; thence southwest parallel to the building restriction line for a distance of 224'; thence southeast perpendicular to the building restriction line a distance of 317'; to the building restriction line; thence northeast 367° along the building restriction line to the point of beginning.



LEASE DESCRIPTION
 RED WILLOW AVIATION
 MCCOOK MUNICIPAL AIRPORT

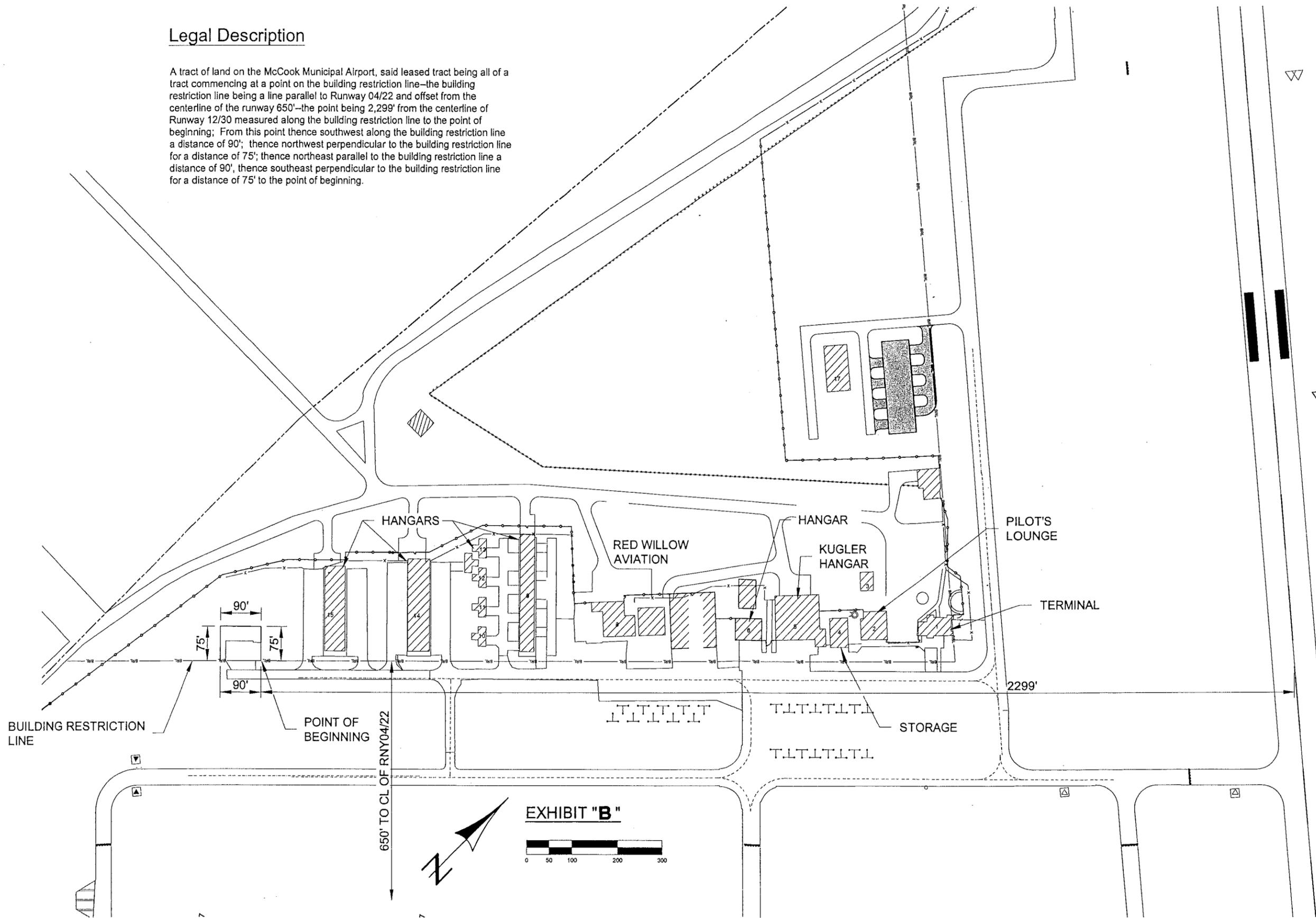
WDA ASSOCIATES
 Consulting Engineers and Architects
 McCook, Nebraska 68901
 Hastings, Nebraska 68901

DWG:	#101-104E
DRAWN:	AJP/PT/ROH
CHECKED:	
REVISIONS:	

DATE: FEB 2001

Legal Description

A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650'—the point being 2,299' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence southwest along the building restriction line a distance of 90'; thence northwest perpendicular to the building restriction line for a distance of 75'; thence northeast parallel to the building restriction line for a distance of 90'; thence southeast perpendicular to the building restriction line for a distance of 75' to the point of beginning.



LEASE DESCRIPTION
RED WILLOW AVIATION
BEN NELSON REGIONAL AIRPORT

WDA W DESIGN ASSOCIATES
 Consulting Engineers and Architects
 McCook, Nebraska 68001
 Hastings, Nebraska 68901

DWG:	811-01 LEASE
DRAWN:	A.M. PETERSON
CHECKED:	
REVISIONS:	

DATE: OCT. 2015

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**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.L.

RECOMMENDATION:

Approve a Sublease Agreement between Cleo Spencer, d/b/a Red Willow Aviation and J&S Aviation Services, LLC, and authorize the execution of any accompanying documents.

BACKGROUND:

The City of McCook and Cleo Spencer, d/b/a Red Willow Aviation, are parties to a fixed base operator lease agreement. Per the agreement, the City leases land to Red Willow Aviation at the McCook Regional Airport for fixed base operator purposes. In return for the lease, Red Willow Aviation makes annual lease payments. Red Willow Aviation also covenants to perform a full range of aeronautical services at the McCook Ben Nelson Regional Airport.

In 2019, Red Willow Aviation entered into a sublease agreement with J&S Aviation to assume the duties prescribed in the fixed base operator lease agreement. Red Willow Aviation will remain obligated under the terms of its lease, but the sublease will allow J&S Aviation to operate as the fixed base operator within the confines of the master lease agreement. The sublease sets out the terms between Red Willow Aviation and J&S Aviation. Essentially, J&S Aviation has and will continue assuming the day to day operator responsibilities with the approval of this sublease.

Staff has reviewed the sublease. The requisite language is included to satisfy the requirements of the master lease. As such, Staff recommends approval of the sublease agreement.

FISCAL

IMPACT: None.

RECOMMENDATION:

Approve a Sublease Agreement between Cleo Spencer, d/b/a Red Willow Aviation and J&S Aviation Services, LLC, and authorize the execution of any accompanying documents.

APPROVALS:



Kyle Potthoff, Public Works Director

February 3, 2022



Nate Schneider, City Manager

February 3, 2022

SUBLEASE AGREEMENT

This Sublease Agreement is made and entered into this 7th day of February, 2022, to be effective as of November 1, 2021, by and between Cleo Spencer, d/b/a Red Willow Aviation (herein "Sublessor") and J&S Aviation Services, LLC, a Nebraska limited liability company (herein "Sublessee").

WITNESSETH:

A. Sublessor is the Lessee under a Fixed Base Operator Lease Agreement dated January 1, 2022, for Premises at the McCook Regional Airport as described in said Lease Agreement.

B. Sublessee desires to sublease from Sublessor, and Sublessor has agreed to sublease to Sublessee the Premises and Sublessee has agreed to assume the commitment to offer the Fixed Base Operator Services of aircraft fuel and maintenance services.

C. Sublessee has the authority under the terms of the Fixed Base Operator Lease Agreement dated January 1, 2022, to enter into this Sublease Agreement subject to the consent of the City of McCook, Nebraska.

D. The Sublessee acknowledges that this Sublease Agreement is subject to the terms, conditions, provisions and covenants of the Fixed Base Operator Lease Agreement dated January 1, 2022, and agrees to abide by its terms, conditions, provisions and covenants.

NOW, THEREFORE, in consideration of these premises and the mutual provisions set forth in this Sublease Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Premises and Property. Sublessor hereby leases to Sublessee the Premises as set forth in the Fixed Base Operator Lease Agreement dated January 1, 2022, for the use as set forth herein. A copy of the Fixed Base Operator Lease Agreement dated January 1, 2022, is attached hereto as Exhibit "A." Sublessor hereby further leases to Sublessee the Property as follows: tools, fuel trucks, three hangar buildings.

2. Use. The Sublessee shall use the Premises for the purpose of providing to the public the following services: aircraft maintenance services, including air frame and power plant repair, and aircraft fuel and oil dispensing services. Sublessee further agrees to abide by all of the covenants of the lessee as set forth in Section 7 and any applicable general conditions as set forth in Section 9 of said Fixed Base Operator Lease Agreement dated January 1, 2022, which said covenants and general conditions are incorporated herein by this reference.

3. Term. The initial Term of this Sublease Agreement shall be for a period of one year commencing January 1, 2022 and terminating December 31, 2022. This Sublease Agreement shall renew itself, after the initial Term, on the same terms and conditions contained herein, for each successive one year period thereafter, unless any party notifies the other in writing of nonrenewal at least sixty (60) days prior to the expiration of the then current one year Term period.

4. Rent. Sublessee shall pay to Sublessor monthly Rent in the amount of \$8,000.00 per month without set-off or deduction or notice or demand due on the first day of each month.

5. Expenses. Except for any property taxes attributable to the Premises which shall be paid by the Sublessor, the Sublessee shall pay any and all expenses in connection with the Premises. Sublessee is responsible for and shall pay directly for all other expenses related to its business, and all other expenses incurred as a direct result of Sublessee's failure to abide by any and all regulations or rules as set forth by the city, state, and federal government or any governing authority over the Premises.

6. Condition of Premises. Sublessee fully accepts the Premises in its present "as-is" condition.

7. Maintenance. Sublessee shall maintain the Premises and any Improvements thereon in good condition, regularly servicing and promptly making all repairs and replacements, whether ordinary or extraordinary with high quality materials and workmanship in compliance with all laws and regulations. Tenant shall maintain all portions of the Premises including all mechanical and electrical fixtures and equipment.

8. Liens. Sublessee shall keep the Premises free from liens. If Sublessee does not, within ten days following the filing of a lien against the Premises, cause such lien to be released, Sublessor may cause it to be released by such means as it shall deem proper, including payment of the claim. Such sums advanced shall be considered Additional Rent and payable by Sublessee upon demand from Sublessor.

9. Indemnification. To the fullest extent permitted by applicable law, Sublessee waives all claims against Sublessor for damage to any property or injury to any person connected with Sublessee's use of the Premises. Sublessee shall hold Sublessor and the City of McCook harmless from, and defend Sublessor and City of McCook against, all claims, liability, loss or costs for property damage or personal injury (including that to Sublessee's customers, employees, agents or invitees) on the Premises, or in any of the parking areas, sidewalks and loading areas adjacent to the Premises, occurring or alleged to have occurred during the Term.

10. Insurance.

(a) General Liability and Property Insurance. Sublessee shall at all times during the Term continuously maintain (i) commercial general liability insurance with limits not less than \$1 million per occurrence and \$2 million aggregate, written on an occurrence basis, which insures against claims for bodily injury, personal injury, and property damage based upon, involving or arising out of the use, occupancy or maintenance of the Premises, improvements thereon, and the Property; and (ii) all risk property insurance (including windstorm coverage) on the Premises in the amount of full replacement cost.

(b) Additional Insurance. Sublessee shall at all times during the Term continuously maintain (i) Worker's Compensation insurance for all personnel in statutory limits, (ii) business automobile liability insurance with limits not less than \$1 million each accident covering owned, hired, and non-owned vehicles used by Sublessee, and (iii) hangarkeepers liability insurance in a minimum amount of \$400,000.00 per aircraft and \$2,000,000.00 aggregate.

(c) Sublessee's Insurance Requirements. All insurance Sublessee shall maintain shall name Sublessor as additional insureds (on a primary and noncontributory basis) and provide thirty days' notice of cancellation. A certificate of insurance shall be delivered by Sublessee to both Sublessor and the City of McCook, Nebraska upon execution of this Sublease Agreement.

11. Utilities. Sublessee shall pay promptly and in full for all utilities including but not limited to all electricity, water, sewer, communications, Internet access and trash and garbage removal with respect to the Premises. This includes all deposits, connection fees, tap fees, and demand or reservation fees together with all taxes levied or other charges on such utilities and governmental charges based on utility consumption. Sublessor shall not be liable for any interruption or diminution of utility services.

12. Reentry. Sublessor may reenter the Premises to inspect, provide service, or alter or repair the Premises. Sublessee waives any claim for reasonable interference to its business.

13. Default as to Rent. If Sublessee defaults in the payment of Rent and any sums of money required to be paid by Sublessee to Sublessor remain unpaid for a period 15 days, then Sublessor shall have all the following options and privileges:

(a) Sublessor may immediately terminate this Sublease Agreement without any further notice.

(b) Sublessor may declare the remainder of any monthly Rent for the Term as presently due and payable.

(c) Sublessor may exercise any and all remedies available to it, in law or in equity, which options may be exercised concurrently with or separately from the exercise of the above options.

(d) Sublessor's failure to enforce one or more of its rights hereunder, in law or in equity, shall not be construed as a waiver or limitation of Sublessor's ability to subsequently enforce any of its rights.

(e) Upon the appointment of a receiver or an assignment of assets for the benefit of creditors, or action taken by Sublessee under any bankruptcy or other debtor relief act, this Sublease Agreement shall automatically terminate without notice.

14. Miscellaneous.

(a) Headings. The headings herein are for convenience and in no way describe the scope or intent of any Section.

(b) Amendment. This Sublease Agreement may not be modified except in writing, signed by the parties

(c) Governing Law. This Sublease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Nebraska.

(d) Further Assurances. The parties hereto agree that they will execute such other and further documents as may be necessary and/or required to effectuate the terms, provisions, conditions and covenants of this Sublease Agreement.

(e) No Partnership. Notwithstanding anything contained herein to the contrary, it is not the intention of the parties hereto to create under any circumstances a partnership or a joint venture. The rights, duties, obligations and liabilities of Sublessor and Sublessee hereunder are separate and not joint or collective, and nothing herein shall ever be construed to create a partnership or joint venture under the laws of the State of Nebraska.

(f) Counterparts. This Sublease Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Sublease Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, the parties have executed this Sublease Agreement as of the date set forth above.

SUBLESSOR:

Cleo Spencer d/b/a Red Willow Aviation
Date of execution: _____

SUBLESSEE:

J&S Aviation Services, LLC, a Nebraska
limited liability company

By: _____
Jeffrey L. Williams, Member
Date of Execution: _____

Exhibit "A"

[Insert Copy of Fixed Base Operator Agreement as amended]

CONSENT OF CITY OF MCCOOK, NEBRASKA

City of McCook, Nebraska (the "City") hereby consents to this Sublease Agreement and all terms and provisions hereof and represents to Sublessor and Sublessee that to the City's actual knowledge (a) the Fixed Base Operator Lease Agreement dated January 1, 2022, is in full force and effect; (b) neither the City nor Sublessor is in default under any of the terms, covenants, or provisions of the Fixed Base Operator Lease Agreement dated January 1, 2022; (c) no event has occurred and no condition exists which, with the passage of time or the giving of notice or both, would constitute a default by the City or Sublessor under the Fixed Base Operator Lease Agreement dated January 1, 2022; (d) the party executing this Consent on behalf of the City has the authority to consent to this Sublease Agreement; and (e) the Fixed Base Operator Lease Agreement dated January 1, 2022 has not been assigned, modified, or amended in any manner. City recognizes this Sublease Agreement and agrees that (i) neither Sublessee's right of possession to the Premises nor Sublessee's rights under the Sublease Agreement shall be affected or disturbed by City, and (ii) Sublessee shall not be deprived of its rights under the Sublease Agreement for any reason so long as no event has occurred and then continues to exist for such period of time (after any notice required by the Sublease Agreement) as would entitle Sublessor to terminate this Sublease Agreement.

IN WITNESS WHEREOF, City of McCook, Nebraska has executed this Consent as of the 7th day of February, 2022.

CITY OF MCCOOK, NEBRASKA

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 3.M.

Approve the City of McCook using the Nebraska Single Bank Pooled Collateral Method of pledging collateral, allowing MNB Bank to utilize this method of pledging collateral for our public funds, and ratify the Nebraska Bankers Insurance and Services Company Consent to Access Reports on Administrator's Website.

BACKGROUND:

City Staff met with MNB Bank representatives, Tom Bredvick and Shannon Magnuson, on January 27 regarding the use of the Single Bank Pooled Collateral Method. In recent months, the State of Nebraska revised current law to allow banks to shift from the current Dedicated Method of pledging collateral to the new Single Bank Collateral Pool Method. MNB Bank has elected the Single Bank Collateral Pool Method as it's primary method of pledging collateral to their public depositors and have began the process of migrating to the system. The Nebraska Department of Banking and Finance has appointed the Nebraska Bankers Insurance and Services Company (NBISCO) to administer the Nebraska Single Bank Collateral Pool Program.

For the city, using the pool simplifies the process and removes almost all of the administrative burden from the city and shifts it to NBISCO. NBISCO assumes responsibility of all paperwork in regards to adding and releasing collateral as they become the beneficiary on behalf of the city. By electing to utilize the pooled collateral method, the city will have a greater sense of security knowing that there are two separated entities (MNB Bank and NBISCO) monitoring our deposits and collateral activity on a regular basis.

The attached Consent to Access Reports on Administrator's Website allows the city to access the monthly Bank Compliance Report to verify that the 102% statutory pledge requirement for the city has been met at month end.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 3, 2022



Nathan A. Schneider, City Manager

February 3, 2022



MNB Bank is dedicated to protecting public deposits. In recent months, the State of Nebraska has revised current law to allow banks to shift from the current Dedicated Method of pledging collateral to the new Single Bank Collateral Pool Method. MNB Bank has elected the Single Bank Collateral Pool Method as it's primary method of pledging collateral to our public depositors. This program allows participating banks to aggregate their public deposits and pledge collateral against the entire portfolio of public deposits. The Nebraska Department of Banking and Finance has appointed the Nebraska Bankers Insurance and Services Company (NBISCO) to administer the Nebraska Single Bank Collateral Pool Program.

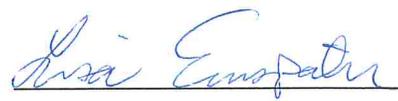
Pooled Collateral is not a new concept to MNB Bank as this method is currently used for our public depositors in Colorado. We are excited for the transition and will be working with you hand-in-hand. A few of the benefits you will enjoy as a participant in the Single Bank Collateral Pool include:

- **Reduced Workload**- under the new collateral method, NBISCO steps in and assumes responsibility of all paperwork in regards to adding and releasing collateral as they become the beneficiary on behalf of the Public Depositors.
- **Government Approved**- the State of Nebraska has revised laws regarding public deposit collateralization. This method has been successful in our neighboring states of Colorado and South Dakota as well as other states across the country.
- **Standardized Reporting**- MNB Bank will report to NBISCO monthly. Since NBISCO is responsible for administering the Single Bank Pooled Collateral program, they will routinely review deposit and collateral levels and report MNB Bank's compliance with the mandated pledging requirements. MNB's reports can be found on NBISCO's website for easy access by public depositors as well as their auditors.
- **Eliminates Paperwork**- as staff retire and new hires are added to your department, there will be no need to file new paperwork with the Federal Reserve each time. Initial paperwork involves a Consent Form with the remaining information being filed by MNB Bank.

Again, at MNB Bank we are dedicated to our public depositors and are happy to assist you with the transition. We are excited for this new opportunity and look forward to working with you in the future.



Tom Bredvick, CFO/EVP



Lisa Einspahr, Controller



Shannon Magnuson, Sr Accountant

Single Bank Pooled Collateral Program (SBPC)

Secure your deposits in a more efficient and cost-effective manner.

As public depositors, you want to know that your deposits are secure. The State of Nebraska has revised current law to allow banks to secure public deposits using a new Single Bank Pooled Collateral method. By electing to utilize the pooled collateral method, banks provide public depositors with a greater sense of security knowing that there are two separate entities monitoring deposits and collateral activity on a regular basis.

Not only will your bank monitor the pooled funds and track collateral activity, but the Nebraska Bankers Insurance and Services Company (NBISCO), a subsidiary of the Nebraska Bankers Association and the authorized Administrator of the Single Bank Pooled Collateral Program, will be monitoring deposits and tracking collateral activity, as well.

By maintaining your public deposits with a bank utilizing the pooled collateral method, you gain the following:

- oversight by two entities (bank and Program Administrator) on a monthly basis;
- reduced administrative time and expense;
- reduced audit expense by having all audit information in one location;
- greater degree of accuracy and safety.

NBISCO has been selected by the Nebraska Department of Banking and Finance (NDBF) as Administrator of the SBPC program based on its experience and expertise in performing quality administrative services. NBISCO has established a thorough administrative process and data processing system to receive data from participating banks, to make required reports to public depositors and to track pooled collateral activity associated with each participating bank.

For additional information regarding this exciting new method of collateralization, contact your financial institution or Misty Stoner, at (402) 904-7060 or NEPooledCollateral@nebankers.org.

For more information visit <https://www.nebankers.org/nepooledcollateral.html>

**CONSENT TO ACCESS REPORTS ON
ADMINISTRATOR'S WEBSITE**

Nebraska Single Bank Pooled Collateral

All Governmental Units using the Single Bank Pooled Collateral Method are required to review the Single Bank Pooled Collateral Method Disclosure Circular which is attached and is available on the Nebraska Single Bank Pooled Collateral Website:
www.nebankers.org/nepooledcollateral.html

Please complete the acknowledgement form below and return it to

Misty Stoner, NBISCO Financial Program Administrator, (402) 904-7060,
nepooledcollateral@nebankers.org.

Thank you for your cooperation.

City of McCook

Name of Governmental Unit

47-6006273

Tax ID # of Governmental Unit

ldoak@cityofmccook.com

E-mail Address for Governmental Unit

Check only one below:

The undersigned Governmental Unit agrees to receive reports issued by the Single Bank Collateral Pool Administrator by accessing the reports on the Administrator's website.

The undersigned Governmental Unit does not agree to receive reports issued by the Single Bank Collateral Pool Administrator by accessing the reports on the Administrator's website.

I acknowledge that I have read and understand the Department of Banking and Finance's Single Bank Pooled Method Disclosure Circular



Signature
Lea Ann Doak

Printed Name

City Clerk

Title

Date

1/27/2022

SINGLE BANK COLLATERAL POOL DISCLOSURE CIRCULAR

Neb.Rev.Stat. § 77-2386 et. seq. requires banks to collateralize public funds and *Neb.Rev.Stat. § 77-2398* allows banks to collateralize public funds using either a dedicated or pooled method. Administration of the pooled method ("Pooled Method") is delegated to the Director of the Department of Banking and Finance ("Department") who is authorized to appoint an administrator to carry out its rights and responsibilities in respect to the Pooled Method for the state of Nebraska. The Nebraska Bankers Insurance and Services Company (NBISCO), a wholly-owned subsidiary of the Nebraska Bankers Association, has been appointed and has entered into a contract with the Department to administer the Nebraska Single Bank Collateral Pool ("Pooled Method Administrator"). NBISCO receives monthly reports from banks and qualified trustees to monitor the collateralization of deposits and assesses fees to participating banks for administering the Pooled Method. NBISCO receives no compensation from the Department or the state. All Program Administration fees are paid by participating banks. NBISCO is currently the only approved Pooled Method Administrator.

Each participating bank selects a Qualified Trustee to hold collateral pledged for public funds. Each participating bank pledges a pool of collateral held by a Qualified Trustee to secure all of the public deposits above the FDIC insurance limit. Pooled collateral is assigned to the Pooled Method Administrator instead of each public depositor. A Qualified Trustee is not permitted to release collateral without prior permission from the Pooled Method Administrator.

The list of securities that a bank may use as collateral under the Pooled Method can be accessed at <https://nebraskalegislature.gov/laws/statutes.php?statute=77-2386>.

There are three Agreements required to utilize the Pooled Method that reflect the roles and responsibilities for the Department, Pooled Method Administrator, Banks, and Qualified Trustees in administering the Program. These agreements are the Single Bank Collateral Pool Administrator Agreement, Custodial Agreement, and Security Agreement. Electronic copies of the agreements can be accessed via the Administrator's website at: www.nebankers.org/nepooledcollateral.html. Some banks select the Federal Reserve as qualified trustee to hold pledged collateral. In these instances, the Federal Reserve Bank Operating Circular No. 7 (Book-entry Securities Account Maintenance and Transfer Services) will govern the actions of the Qualified Trustee instead of the Custodial Agreement. The public depositor should be aware that the rules of the Operating Circular may differ from the Custodial Agreement and state or local requirements.

While the Pooled Method provides efficiency for banks as they collateralize public funds, there are certain risks associated with the Pooled Method and such risks are assumed by public depositors. It is advised that public depositors discuss with their depository banks the benefits and risks associated with the Pooled Method as well as the dedicated method.

Public depositors may also contact NBISCO at (402) 474-1555 or nepooledcollateral@nebankers.org with questions or for additional information. The Pooled Method is offered as a convenience for banks and public depositors. The Department assumes no risk associated with accounts secured by pooled collateral under the Pooled Method.

Following is a summary of some of the risks of the Pooled Method.

Risks of the Pooled Method

1. State law establishes eligibility criteria for collateral. The Department does not value, monitor or approve each depositor's collateral. The Pooled Method Administrator does not receive collateral reports on a "real-time" basis. Therefore, balances on any specific date may not be fully collateralized.
2. A bank may fail due to liquidity problems, especially if associated with undetected fraud. In such instances, any recent public deposits may be insufficiently collateralized, causing a shortfall to "all" local governments having accounts with the failed bank secured by the Pooled Method. Such an event could trigger liquidity and budget problems for some public depositors in the pool.
3. In the event a bank fails during a market crisis, the liquidation of collateral may generate less proceeds than expected. Some securities may be thinly traded and the Department or Receiver of the failed bank may have to accept low bids or delay liquidation of some securities.
4. It can take up to 10 business days from month-end for the Pooled Method Administrator to receive collateral reports from depository banks and qualified trustees. It can also take up to 30 business days from month-end before the public depositor receives or has access to reports from the Pooled Method Administrator.
5. The Pooled Method allows a bank three (3) business days to pledge sufficient collateral and five (5) business days to correct a deficiency if the account is secured by a Federal Home Loan Bank letter of credit. Although this time is less than the maximum allowed by statute, it poses some risk and may be longer than allowed by certain local governments when using the dedicated method.

NEITHER THE DEPARTMENT, THE STATE, NOR THE POOLED METHOD
ADMINISTRATOR ASSUMES ANY LIABILITY FOR ANY LOSS BY A PUBLIC DEPOSITOR
UTILIZING THE POOLED METHOD.(§77-23,107)

BANK COMPLIANCE REPORT

For Month Ending: 12/31/2021



FDIC #	BANK ROUTING NUMBER	BANK NAME	MEETS 102% STATUTORY PLEDGE REQUIREMENT
19300	104000854	American National Bank	Meets Requirement
15010	104913284	Columbus Bank and Trust Company	Meets Requirement
5496	104900349	Cornerstone Bank	Meets Requirement
16116	104903498	Farmers State Bank	Meets Requirement
5452	104000016	First National Bank of Omaha	Meets Requirement
12248	104908956	First Nebraska Bank	Meets Requirement
13622	104901610	First State Bank	Meets Requirement
13868	104909531	First State Bank Nebraska	Meets Requirement
20488	104901678	Five Points Bank	Meets Requirement
10639	104901607	Flatwater Bank	Meets Requirement
17229	104913530	Henderson State Bank	Meets Requirement
34811	104913970	NebaskaLand Bank	Meets Requirement
9819	104108316	Nebraska State Bank	Meets Requirement
13892	104105283	Sandhills State Bank	Meets Requirement
5415	104113819	Security First Bank	Meets Requirement
16707	104113738	South Central State Bank	Meets Requirement
12241	104913161	Washington County Bank	Meets Requirement
19850	104901584	West Gate Bank	Meets Requirement



NEBRASKA STATE PLEDGING POOL DEPOSITORS

As of November 30, 2021

*Missing consent to access reports on administrator website form

Governmental Unit:	Tax ID Number:	
Albion Rural Fire District	47-6031753	*
Ansley Public Schools	47-6002160	
Arcadia School District	47-6005765	
Bellevue Public Schools	47-6005158	
Blair Housing Authority	47-0524967	*
Blue Hill Public Schools	47-6005972	
Bone Creek Township	47-6006529	*
Boone County Health Center	47-6000611	
Boone County School District 1	47-6001184	
Bradshaw Rural Fire District	47-0696964	
Brady Public Schools	47-6004051	
Bruning-Davenport Usd	47-0832522	
Burt-Washington Drainage District	47-6000059	
Butler County Healthcare Center	47-0551144	*
Butler Public Power District	47-6000061	
Cass County Rural Water District 1	47-0541934	
Cass County Treasurer	47-6006439	
Central City School District	47-6004254	
Central NE Public Power & Irrigation District (CNPPID)	47-6000076	
Cheyenne County Treasurer	47-6006443	
City Of Alliance	47-6006071	
City Of Ansley	47-6006074	
City Of Bellevue	47-6006099	
City Of Blair	47-6006106	
City Of Blue Hill	47-6006109	
City Of Clay Center	47-6006140	
City Of Columbus	47-6006144	
City Of Edgar	47-6006172	
City Of Fairbury	47-6006184	
City Of Falls City	47-6006187	
City Of Fort Calhoun	47-6006190	*
City Of Franklin	47-6006191	
City Of Fremont	47-6006192	

City Of Gothenburg	47-6006204	
City Of Grand Island	47-6006205	
City Of Harvard	47-6006218	
City Of Henderson	47-6006227	
City Of Humboldt	47-6006236	
City of Kearney	47-6006243	
City Of Nebraska City	47-6006287	*
City Of North Platte	47-6006297	
City Of Omaha	47-6006304	*
City Of Oshkosh	47-6006311	
City Of Papillion	47-6006318	
City of Ralston	47-6006335	
City Of St Edward	47-6006344	
City Of Sutton	47-6006381	
City Of Tecumseh	47-6006386	
City Of Tekamah	47-6006387	*
City Of Tilden	47-6006388	
City Of Valley	47-6006396	
City Of York	47-6006423	
Clay County Treasurer	47-6006444	
Clearwater Rural Fire District	47-0721760	
Columbus Housing Authority	47-0528366	
Conestoga School District 56	47-6001670	
Cornhusker Public Power District	47-6000103	
County Of Burt	47-6006437	
County Of Lincoln Clerk Of The District Court	47-6006483	
County Of Lincoln School District #1	47-6004045	
Cross County School District	47-0843157	
Dawson County Treasurer	47-6006451	
Dawson Public Power District	47-6000131	
Dodge County Treasurer/Clerk	47-6006454	*
Douglas County Housing Authority	47-0589729	
Douglas County Treasurer	47-6006455	
Douglas County West Community Schools	20-2995793	
East Central District Health Department	47-0835183	
Elkhorn Public School District	47-6002635	
Elkhorn Valley School District 80	47-6004226	
Emerson Rural Fire Prot Dist	47-0782351	
Emerson-Hubbard Community Schools	47-6002527	
Falls City Public School Dist 56	47-6005008	
Farwell Irrigation	35-2326332	
Fillmore County Hospital	47-0529089	
Fillmore County Hospital Foundation	26-1778815	
Fillmore County School District	47-0822447	
Fillmore County Treasurer/Clerk	47-6006457	
Fort Calhoun Rural Fire District	47-0624527	
Four Corners Health Department	32-0060393	

Franklin County Clerk	47-6006458	
Franklin County Memorial Hospital	47-6007436	
Franklin County Treasurer	47-6006458	
Franklin Public Schools	47-6000665	
Franklin Rural Fire	47-0647198	
Fremont Rural Fire Protection District	47-6043050	
Furnas County Schools	47-0767957	
Garden County Schools	47-6003023	
Garden County Treasurer	47-6006462	
Giltner Public Schools	47-6003276	
Gothenburg Health	47-0532605	
Gothenburg Memorial Hospital	47-0532605	
Gothenburg Public School	47-6002400	
Gretna Rural Fire Department	47-0657401	
Hall County Clerk	47-6006467	
Hall County Treasurer	47-6006467	
Hamilton County Treasurer	47-6006468	
Harvard Rest Haven	47-0542526	
Harvard School District #11	47-6001968	
Heartland Community Schools	47-6006060	
High Plains Community School	47-0832454	
Hooker County Treasurer	47-6006473	
Housing Authority Of Blue Hill	47-0485243	
Howard County Medical Center	47-0681056	
Htrs School District 74-0070	47-0843744	
Humboldt Housing Authority	47-0486812	
Jefferson County School District 48-0008	47-6003600	
Jefferson County Treasurer	47-6006475	
Johnson County Central Public Schools	47-6003688	
Johnson County Hospital	47-6000874	
Johnson County Treasurer	47-6006476	
Kearney Public Schools	47-6001393	
Lancaster County Treasurer	47-6006482	
Lincoln County Imprest	47-6006483	
Lincoln County Treasurer	47-6006483	
Lincoln Housing Authority	47-6007170	*
Little Blue NRD	47-0542713	
Loup River Public Power District	47-6000241	
Maxwell Public Schools	47-6004052	
Mccool Rural Fire District	47-0667526	
Mccool School District 83	47-6006053	
Metro Area Planning Agency	47-0522862	
Metropolitan Utilities District	47-6000269	
Mid Plains Community College	47-0519583	
Millard Public Schools	47-6002642	
Millard Suburban Fire	47-0663488	
Mullen Hospital District	47-0388355	

Mullen School District	47-6007423	
Murray Rural Fire	47-0660641	
Nebraska City Rural Fire	47-6078838	*
Nebraska Cooperative Government	47-0742330	
Nebraska State Treasurer	47-0491233	
Nemaha Natural Resources District	47-0542968	
Norris Public Power	47-6000349	
North Platte Airport Authority	47-0492732	
Northeast Community College	47-0524851	
Olive Township	47-6006560	
Omaha Douglas County Public Building Commission	47-0608107	
Papillion Lavista School	47-6005159	
Perennial Rural Ppd	47-6000562	
Platte County Nebraska - Treasurer	47-6006498	
Platte County Nebraska-Clerk	47-6006498	
Platte County School District #1 (Aka Columbus Public Schools)	47-6004811	
Polk County Public Power District	47-6000410	
Railroad Transportation	47-0539398	
Red Cloud Schools	47-6005937	
Regional West Garden County	39-1904975	
Richardson County Rural Water	23-7152437	
Richardson County Treasurer	47-6006501	
Rock County Public Schools	47-6005037	
Rock County Treasurer	47-6006502	
Sarpy County Treasurer	47-6006504	
Saunders Co School District 107	47-6005289	
School District #1 Blair	47-6005804	
School District #3 Ft Calhoun	47-6005807	
School District 71-005 (Lakeview Community Schools)	47-0525658	
Scottsbluff County Treasurer	47-6006506	
Silver Lake Schools	47-0698679	
Sioux County Schools	47-6005543	*
South Central NE USD	47-0832364	
St Edward Rural Fire	45-1826261	
St Edward School District 17	47-6001197	
Stanton Health Care Center	47-0522636	
Stromsburg Rural Fire Dist	47-0728651	
Summerland Public School	84-4159273	*
Sutton School District 2	47-6001962	
Tekamah Airport Authority	47-0663344	*
Tekamah Herman School District #1	47-6001482	
Thirty Mile Irrigation District	46-3946728	
Transit Authority Of The City Of Omaha	47-0542132	
Upper Big Blue NRD	47-0542715	
Valley Suburban Fire	47-0728997	
Village Of Arcadia	47-6006076	
Village Of Bradshaw	47-6006111	

Village Of Brainard	47-6006113	
Village Of Campbell	47-6007114	
Village of Cortland	47-0602495	
Village Of Davenport	47-6004226	
Village Of Duncan	47-0482755	*
Village Of Dwight	47-0613057	
Village Of Elk Creek	47-0563255	
Village Of Elwood	47-6006178	
Village Of Emerson	47-6006179	
Village Of Giltner	47-6006201	
Village Of Glenvil	47-6006202	*
Village Of Greeley	47-6006208	
Village of Hemingford	47-6006225	
Village Of Herman	47-6006228	
Village Of Kennard	47-0563828	*
Village Of Marquette	47-0497660	
Village Of Mccool Jct	47-0486447	
Village Of Mullen	47-6006286	
Village of Murray	47-0589854	
Village of North Loup	47-6006296	
Village Of Ong	47-0626536	
Village of Overton	47-6006313	
Village Of Oxford	47-6006314	
Village Of Shelton	47-6006359	
Village Of Spencer	47-6006366	
Village Of Trumbull	47-0670578	
Village of Waco	23-7084252	
Village Of Wallace	47-6007072	
Waco Rural Fire District	47-6036605	
Wallace School District 65R	47-6004087	
Washington County Clerk	47-6006516	
Washington County Court	47-0491233	
Washington County Treasurer	47-6006516	
Webster County Clerk	47-6006510	
Webster County Hospital	47-0466032	
Webster County Treasurer	47-6006518	
Weeping Water Public Schools	47-6001647	
West Central Nebraska Area Agency On Aging	47-0603422	
Weston Rural Fire District 14	47-0665610	
Westside Community Schools	47-6002681	
Wood River Schools	47-0522495	
York County Treasurer	47-6006520	
York Rural Fire District	47-6029763	*
York School District	47-6006011	

77-2386. Act, how cited.

Sections 77-2386 to 77-23,108 shall be known and may be cited as the **Public Funds Deposit Security Act.**

Source: Laws 1996, LB 1274, § 1; Laws 2000, LB 932, § 38; Laws 2019, LB622, § 1.
Operative Date: July 1, 2020

77-2387. Terms, defined.

For purposes of the Public Funds Deposit Security Act, unless the context otherwise requires:

(1) Affiliate means any entity that controls, is controlled by, or is under common control with another entity;

(2) Bank means any state-chartered or federally chartered bank which has a main chartered office in this state, any branch thereof in this state, or any branch in this state of a state-chartered or federally chartered bank which maintained a main chartered office in this state prior to becoming a branch of such state-chartered or federally chartered bank;

(3) Capital stock financial institution means a capital stock state building and loan association, a capital stock federal savings and loan association, a capital stock federal savings bank, and a capital stock state savings bank, which has a main chartered office in this state, any branch thereof in this state, or any branch in this state of a capital stock financial institution which maintained a main chartered office in this state prior to becoming a branch of such capital stock financial institution;

(4) Control means to own directly or indirectly or to control in any manner twenty-five percent of the voting shares of any bank, capital stock financial institution, or holding company or to control in any manner the election of the majority of directors of any bank, capital stock financial institution, or holding company;

(5) Custodial official means an officer or an employee of the State of Nebraska or any political subdivision who, by law, is made custodian of or has control over public money or public funds subject to the act or the security for the deposit of public money or public funds subject to the act;

(6) Deposit guaranty bond means a bond underwritten by an insurance company authorized to do business in this state which provides coverage for deposits of a governing authority which are in excess of the amounts insured or guaranteed by the Federal Deposit Insurance Corporation;

(7) Director means the Director of Banking and Finance;

(8) Event of default means the issuance of an order by a supervisory authority or a receiver which restrains a bank, capital stock financial institution, or qualifying mutual financial institution from paying its deposit liabilities;

(9) Governing authority means the official, or the governing board, council, or other body or group of officials, authorized to designate a bank, capital stock financial institution, or qualifying mutual financial institution as a depository of public money or public funds subject to the act;

(10) Governmental unit means the State of Nebraska or any political subdivision thereof;

(11) Political subdivision means any county, city, village, township, district, authority, or other public corporation or entity, whether organized and existing under direct provisions of the Constitution of Nebraska or laws of the State of Nebraska or by virtue of a charter, corporate articles, or other legal instruments executed under authority of the constitution or laws, including any entity created pursuant to the Interlocal Cooperation Act or the Joint Public Agency Act;

(12) Qualifying mutual financial institution shall have the same meaning as in section 77-2365.01;

(13) Repurchase agreement means an agreement to purchase securities by the governing authority by which the counterparty bank, capital stock financial institution, or qualifying mutual financial institution will repurchase the securities on or before a specified date and for a specified amount and the counterparty bank, capital stock financial institution, or qualifying mutual financial institution will deliver the underlying securities to the governing authority by book entry, physical delivery, or third-party custodial agreement. The transfer of underlying securities to the counterparty bank's, capital stock financial institution's, or qualifying mutual financial institution's customer book entry account may be used for book entry delivery if the governing authority so chooses; and

(14) Securities means:

(a) Bonds or obligations fully and unconditionally guaranteed both as to principal and interest by the United States Government;

(b) United States Government notes, certificates of indebtedness, or treasury bills of any issue;

(c) United States Government bonds;

(d) United States Government guaranteed bonds or notes;

(e) Bonds or notes of United States Government agencies;

(f) Bonds of any state or political subdivision which are fully defeased as to principal and interest by any combination of bonds or notes authorized in subdivision (c), (d), or (e) of this subdivision;

(g) Bonds or obligations, including mortgage-backed securities and collateralized mortgage obligations, issued by or backed by collateral one hundred percent guaranteed by the Federal Home Loan Mortgage Corporation, the Federal Farm Credit System, a Federal Home Loan Bank, or the Federal National Mortgage Association;

(h) Repurchase agreements the subject securities of which are any of the securities described in subdivisions (a) through (g) of this subdivision;

(i) Securities issued under the authority of the Federal Farm Loan Act;

(j) Loan participations which carry the guarantee of the Commodity Credit Corporation, an instrumentality of the United States Department of Agriculture;

(k) Guaranty agreements of the Small Business Administration of the United States Government;

(l) Bonds or obligations of any county, city, village, metropolitan utilities district, public power and irrigation district, sewer district, fire protection district, rural water district, or school district in this state which have been issued as required by law;

(m) Bonds of the State of Nebraska or of any other state which are purchased by the Board of Educational Lands and Funds of this state for investment in the

permanent school fund or which are purchased by the state investment officer of this state for investment in the permanent school fund;

(n) Bonds or obligations of another state, or a political subdivision of another state, which are rated within the two highest classifications by at least one of the standard rating services;

(o) Warrants of the State of Nebraska;

(p) Warrants of any county, city, village, local hospital district, or school district in this state;

(q) Irrevocable, nontransferable, unconditional standby letters of credit issued by a Federal Home Loan Bank; and

(r) Certificates of deposit fully insured or guaranteed by the Federal Deposit Insurance Corporation that are issued to a bank, capital stock financial institution, or qualifying mutual financial institution furnishing securities pursuant to the Public Funds Deposit Security Act.

Source: Laws 1996, LB 1274, § 2; Laws 1997, LB 275, § 2; Laws 2000, LB 932, § 39; Laws 2001, LB 362, § 82; Laws 2001, LB 420, § 35; Laws 2003, LB 131, § 37; Laws 2003, LB 175, § 14; Laws 2004, LB 999, § 50; Laws 2009, LB259, § 27; Laws 2011, LB78, § 1; Laws 2013, LB155, § 1; Laws 2019, LB622, § 2.

Operative Date: July 1, 2020

Cross References

Interlocal Cooperation Act, see section [13-801](#).
Joint Public Agency Act, see section [13-2501](#).

77-2388. Authorized depositories; security; requirements.

Any bank, capital stock financial institution, or qualifying mutual financial institution subject to a requirement by law to secure the deposit of public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation may give security by furnishing securities or providing a deposit guaranty bond, or any combination thereof, pursuant to the Public Funds Deposit Security Act in satisfaction of the requirement.

Source: Laws 1996, LB 1274, § 3; Laws 2001, LB 362, § 83; Laws 2009, LB259, § 28; Laws 2019, LB622, § 3.

Operative Date: July 1, 2020

77-2389. Security; how furnished.

A bank, capital stock financial institution, or qualifying mutual financial institution furnishes securities pursuant to the Public Funds Deposit Security Act if it (1) deposits securities held by the bank, capital stock financial institution, or qualifying mutual financial institution, (2) pledges or grants a security interest in securities held by the bank, capital stock financial institution, or qualifying mutual financial institution as provided in the act, or (3) effects the assignment to the custodial official of a certificate of deposit fully insured or guaranteed by the Federal Deposit Insurance Corporation that is issued to the bank, capital stock financial institution, or qualifying mutual financial institution.

Source:[Laws 1996, LB 1274, § 4;](#) [Laws 2001, LB 362, § 84;](#) [Laws 2003, LB 175, § 15;](#) [Laws 2009, LB259, § 29.](#)

77-2390. Deposit of trust receipt authorized.

Any bank, capital stock financial institution, or qualifying mutual financial institution pledging securities to secure deposits of public money or public funds pursuant to section [77-2389](#) may deposit, with the approval of the governing authority, the securities in a federal reserve bank or a bank, federal home loan bank, capital stock financial institution, qualifying mutual financial institution, or trust company approved by the governing authority, and take for the same a trust receipt in the form of and executed in the manner approved by the governing authority. When the transaction has been approved, the bank, capital stock financial institution, or qualifying mutual financial institution may deposit the trust receipt in lieu of the securities evidenced by the trust receipt.

Source:[Laws 1996, LB 1274, § 5;](#) [Laws 2000, LB 932, § 40;](#) [Laws 2001, LB 362, § 85.](#)

77-2391. Security; delivery requirements; perfection.

(1) Securities pledged or securities in which a security interest has been granted pursuant to section [77-2389](#) shall be delivered to and held by a federal reserve bank or by a branch of a federal reserve bank, a federal home loan bank, or another responsible bank, capital stock financial institution, qualifying mutual financial institution, or trust company, other than the pledgor or the bank, capital stock

financial institution, or qualifying mutual financial institution granting the security interest, as designated by the governing authority, with appropriate joint custody and the pledge agreement or security interest as described in subsection (2) of this section, in a form approved by the governing authority.

(2) The delivery by the bank, capital stock financial institution, or qualifying mutual financial institution designated as a depository to the custodial official of a written receipt or acknowledgment from a federal reserve bank or branch of a federal reserve bank, a federal home loan bank, or another bank, capital stock financial institution, qualifying mutual financial institution, or trust company, other than the bank, capital stock financial institution, or qualifying mutual financial institution granting the security interest, that includes the title of such custodial official, describes the securities identified on the books or records of the depository, and provides that the securities or the proceeds of the securities will be delivered only upon the surrender of the written receipt or the acknowledgment duly executed by the custodial official designated on the written receipt or the acknowledgment and by the authorized representative of the depository shall, together with the custodial official's actual and continued possession of the written receipt or acknowledgment, constitute a valid and perfected security interest in favor of the custodial official in and to the identified securities. Articles 8 and 9, Uniform Commercial Code, shall not apply to any security interest arising under this section.

Source: Laws 1996, LB 1274, § 6; Laws 1997, LB 275, § 3; Laws 1999, LB 550, § 44; Laws 2000, LB 932, § 41; Laws 2001, LB 362, § 86.

77-2392. Substitution or exchange of securities authorized.

A bank, capital stock financial institution, or qualifying mutual financial institution which has furnished securities pursuant to the Public Funds Deposit Security Act shall have the right at any time and without prior approval to substitute or exchange other securities of equal value in lieu of securities furnished except that such securities substituted or exchanged shall be those provided for under the act and such substitution or exchange shall not reduce the market value of the securities to an amount that is less than one hundred two percent of the total amount of public money or public funds less the portion of such public money or public funds insured or guaranteed by the Federal Deposit Insurance Corporation. Following any substitution or exchange of securities pursuant to this section by a bank, capital stock financial institution, or qualifying mutual financial institution utilizing the dedicated method as provided in subdivision (2)(a) of section 77-

2398, the custodial official shall report such substitution or exchange to the governing authority.

Source:Laws 1996, LB 1274, § 7; [Laws 2001, LB 362, § 87](#); [Laws 2019, LB622, § 4](#).
Operative Date: July 1, 2020

77-2393. Withdrawal of securities; when; effect.

A bank, capital stock financial institution, or qualifying mutual financial institution which has furnished securities pursuant to the Public Funds Deposit Security Act may withdraw all or any part of such securities upon repayment to the custodial official of the amount of the securities thus withdrawn, and thereupon the custodial official shall be empowered to assign such securities to the owner thereof. All interest coupons attached to securities furnished under the act shall be detached by the holder or trustee thirty days before maturity and returned to such bank, capital stock financial institution, or qualifying mutual financial institution.

Source:Laws 1996, LB 1274, § 8; [Laws 2001, LB 362, § 88](#).

77-2394. Deposit guaranty bond; statement required.

A bank, capital stock financial institution, or qualifying mutual financial institution provides a deposit guaranty bond pursuant to the Public Funds Deposit Security Act if it issues a deposit guaranty bond which runs to the director or custodial official, as applicable, and which is conditioned that the bank, capital stock financial institution, or qualifying mutual financial institution shall, at the end of each and every month, render to the custodial official a statement, in duplicate, showing the daily balances and the amounts of public money or public funds of the governing authority held by it during the month and how credited. The public money or public funds shall be paid promptly on the order of the custodial official depositing the public money or public funds.

Source:Laws 1996, LB 1274, § 9; [Laws 2001, LB 362, § 89](#); [Laws 2019, LB622, § 5](#).
Operative Date: July 1, 2020

77-2395. Custodial official; duties.

(1) If a bank, capital stock financial institution, or qualifying mutual financial institution designated as a depository provides a deposit guaranty bond or furnishes

securities or any combination thereof, pursuant to section [77-2389](#), the custodial official shall not have on deposit in such depository any public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation, unless and until the depository has provided a deposit guaranty bond or furnished securities, or any combination thereof, to the custodial official, and the total value of such deposit guaranty bond and the market value of such securities are in an amount not less than one hundred two percent of the amount on deposit which is in excess of the amount so insured or guaranteed.

(2) If a bank, capital stock financial institution, or qualifying mutual financial institution designated as a depository provides a deposit guaranty bond or furnishes securities or any combination thereof, pursuant to subsection (1) of section [77-2398](#), the custodial official shall not have on deposit in such depository any public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation, unless and until the depository has provided a deposit guaranty bond or furnished securities, or any combination thereof, pursuant to the Public Funds Deposit Security Act, and the total value of such deposit guaranty bond and the market value of such securities are in an amount not less than one hundred two percent of the amount on deposit which is in excess of the amount so insured or guaranteed.

Source: [Laws 1996, LB 1274, § 10](#); [Laws 2000, LB 932, § 42](#); [Laws 2001, LB 362, § 90](#); [Laws 2009, LB259, § 30](#); [Laws 2019, LB622, § 6](#).

Operative Date: July 1, 2020

77-2396. Custodial official; liability.

No custodial official shall be liable on his or her official bond as such custodial official for public money or public funds on deposit in a bank, capital stock financial institution, or qualifying mutual financial institution designated as a depository if the depository has furnished securities or provided a deposit guaranty bond, or any combination thereof, pursuant to the Public Funds Deposit Security Act.

Source: [Laws 1996, LB 1274, § 11](#); [Laws 2001, LB 362, § 91](#); [Laws 2019, LB622, § 7](#).

Operative Date: July 1, 2020

77-2397. Depositories of public money or public funds; powers.

All depositories of public money or public funds belonging to the State of Nebraska or the political subdivisions in this state shall have full authority to deposit, pledge, or grant a security interest in their assets or to provide a deposit guaranty bond, or any combination thereof, for the security and payment for all such deposits and accretions. The State of Nebraska and any political subdivision in this state are given the right and authority to accept such deposit, pledge, or grant of a security interest in assets or the provision of a deposit guaranty bond, or any combination thereof.

Source:Laws 1996, LB 1274, § 12; Laws 2019, LB622, § 8.
Operative Date: July 1, 2020

77-2398. Deposits in excess of insured or guaranteed amount; requirements.

(1) As an alternative to the requirements to secure the deposit of public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation pursuant to sections [77-2389](#) and [77-2394](#), a bank, capital stock financial institution, or qualifying mutual financial institution designated as a public depository may secure the deposits of one or more governmental units by providing a deposit guaranty bond or by depositing, pledging, or granting a security interest in a single pool of securities or by a combination thereof to secure the repayment of all public money or public funds deposited in the bank, capital stock financial institution, or qualifying mutual financial institution by such governmental units and not otherwise secured pursuant to law, if at all times the total value of the deposit guaranty bond and the aggregate market value of the pool of securities so deposited, pledged, or in which a security interest is granted is at least equal to one hundred two percent of the amount on deposit which is in excess of the amount so insured or guaranteed. Each such bank, capital stock financial institution, or qualifying mutual financial institution shall carry on its accounting records at all times a general ledger or other appropriate account of the total amount of all public money or public funds to be secured by a deposit guaranty bond or by the pool of securities, or any combination thereof, as determined at the opening of business each day, and the total value of the deposit guaranty bond or the aggregate market value of the pool of securities deposited, pledged, or in which a security interest is granted to secure such public money or public funds. For purposes of this section, a pool of securities shall include shares of investment companies registered under the federal Investment Company Act of 1940 when the investment companies' assets are limited to obligations that are eligible for investment by the bank, capital stock

financial institution, or qualifying mutual financial institution and limited by their prospectuses to owning securities enumerated in section 77-2387.

(2) A bank, capital stock financial institution, or qualifying mutual financial institution may secure the deposit of public money or public funds using the dedicated method, the single bank pooled method, or both methods as set forth in subsection (1) of this section.

(a) Under the dedicated method, a bank, capital stock financial institution, or qualifying mutual financial institution may secure the deposit of public money or public funds by each governmental unit separately by furnishing securities or providing a deposit guaranty bond, or any combination thereof, pursuant to the Public Funds Deposit Security Act.

(b)(i) Under the single bank pooled method, a bank, capital stock financial institution, or qualifying mutual financial institution may secure the deposit of public money or public funds of one or more governmental units by providing a deposit guaranty bond or through a pool of eligible securities established by such bank, capital stock financial institution, or qualifying mutual financial institution with a qualified trustee, or any combination thereof, to be held subject to the order of the director or the administrator for the benefit of the governmental units having public money or public funds with such bank, capital stock financial institution, or qualifying mutual financial institution as set forth in subsection (1) of this section.

(ii) The director shall designate a bank, savings association, trust company, or other qualified firm, corporation, or association which is authorized to transact business in this state to serve as the administrator with respect to a single bank pooled method. Fees and expenses of such administrator shall be paid by the banks, capital stock financial institutions, or qualifying mutual financial institutions utilizing the single bank pooled method.

(iii) If a bank, capital stock financial institution, or qualifying mutual financial institution elects to secure the deposit of public money or public funds through the use of the single bank pooled method, such bank, capital stock financial institution, or qualifying mutual financial institution shall notify the administrator in writing that it has elected to utilize the single bank pooled method and the proposed effective date thereof.

(iv) The single bank pooled method shall not be utilized by any bank, capital stock financial institution, or qualifying mutual financial institution unless an

administrator has been designated by the director pursuant to subdivision (2)(b)(ii) of this section and is acting as the administrator.

(3) Only a deposit guaranty bond and the securities listed in subdivision (14) of section [77-2387](#) may be provided and accepted as security for the deposit of public money or public funds and shall be eligible as collateral. The qualified trustee shall not accept any securities which are not listed in subdivision (14) of section [77-2387](#).

Source: [Laws 2000, LB 932, § 43](#); [Laws 2001, LB 362, § 92](#); [Laws 2009, LB259, § 31](#); [Laws 2011, LB78, § 2](#); [Laws 2013, LB155, § 2](#); [Laws 2019, LB622, § 9](#).
Operative Date: July 1, 2020

77-2399. Governmental unit; deposits in excess of insured amount; rights.

Each governmental unit depositing public money or public funds in a bank, capital stock financial institution, or qualifying mutual financial institution shall have an undivided beneficial interest under the deposit guaranty bond provided and an undivided security interest in the pool of securities deposited, pledged, or in which a security interest is granted by such bank, capital stock financial institution, or qualifying mutual financial institution pursuant to subsection (1) of section [77-2398](#) in the proportion that the total amount of the governmental unit's public money or public funds held deposited in such bank, capital stock financial institution, or qualifying mutual financial institution secured by the deposit guaranty bond or by the pool of securities, or any combination thereof, bears to the total amount of public money or public funds so secured. Articles 8 and 9, Uniform Commercial Code, shall not apply to any security interest arising under this section.

Source: [Laws 2000, LB 932, § 44](#); [Laws 2001, LB 362, § 93](#); [Laws 2019, LB622, § 10](#).
Operative Date: July 1, 2020

77-23,100. Deposits in excess of insured or guaranteed amount; qualified trustee; duties.

(1) Any bank, capital stock financial institution, or qualifying mutual financial institution in which public money or public funds have been deposited which satisfies its requirement to secure the deposit of public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance

Corporation, in whole or in part, by the deposit, pledge, or granting of a security interest in a single pool of securities shall designate a qualified trustee and place with the trustee for holding the securities so deposited, pledged, or in which a security interest has been granted pursuant to subsection (1) of section [77-2398](#), subject to the order of the director or the administrator. The bank, capital stock financial institution, or qualifying mutual financial institution shall give written notice of the designation of the qualified trustee to any custodial official depositing public money or public funds for which such securities are deposited, pledged, or in which a security interest has been granted, and if an affiliate of the bank, capital stock financial institution, or qualifying mutual financial institution is to serve as the qualified trustee, the notice shall disclose the affiliate relationship and shall be given prior to designation of the qualified trustee. The custodial official shall accept the written receipt of the trustee describing the pool of securities so deposited, pledged, or in which a security interest has been granted by the bank, capital stock financial institution, or qualifying mutual financial institution, a copy of which shall also be delivered to the bank, capital stock financial institution, or qualifying mutual financial institution.

(2) Any bank, capital stock financial institution, or qualifying mutual financial institution which satisfies its requirement to secure the deposit of public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation under the Public Funds Deposit Security Act, in whole or in part, by providing a deposit guaranty bond pursuant to the provisions of subsection (1) of section [77-2398](#), shall designate the director and cause to be issued a deposit guaranty bond which runs to the director acting for the benefit of the governmental units having public money or public funds on deposit with such bank, capital stock financial institution, or qualifying mutual financial institution and which is conditioned that the bank, capital stock financial institution, or qualifying mutual financial institution shall render to the administrator the statement required under subsection (3) of this section.

(3) Each bank, capital stock financial institution, or qualifying mutual financial institution which satisfies its requirement to secure the deposit of public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation by providing a deposit guaranty bond or by depositing, pledging, or granting a security interest in a single pool of securities, or any combination thereof, shall, on or before the tenth day of each month, render to the administrator a statement showing as of the last business day of the previous month (a) the amount of public money or public funds deposited in such bank, capital stock financial institution, or qualifying mutual financial institution that is not

insured or guaranteed by the Federal Deposit Insurance Corporation (i) by each custodial official separately and (ii) by all custodial officials in the aggregate and (b) the total value of the deposit guaranty bond and the aggregate market value of the pool of securities deposited, pledged, or in which a security interest has been granted pursuant to subsection (1) of section [77-2398](#). The director shall be authorized, acting for the benefit of the governmental units having public money or public funds on deposit with such bank, capital stock financial institution, or qualifying mutual financial institution, to take any and all actions necessary to take title to or to effect a first perfected security interest in the securities deposited, pledged, or in which a security interest is granted.

(4) Within twenty days after receiving the statement required under subsection (3) of this section from a bank, capital stock financial institution, or qualifying mutual financial institution, the administrator shall provide a report to each custodial official listed in such statement reflecting (a) the amount of public money or public funds deposited in such bank, capital stock financial institution, or qualifying mutual financial institution by each custodial official as of the last business day of the previous month that is not insured or guaranteed by the Federal Deposit Insurance Corporation and that is secured pursuant to subsection (1) of section [77-2398](#) and (b) the total value of the deposit guaranty bond and the aggregate market value of the pool of securities deposited, pledged, or in which a security interest is granted pursuant to subsection (1) of section [77-2398](#) as of the last business day of the previous month. The report shall clearly notify the custodial official if the value of the securities deposited does not meet the statutory requirement.

Source: [Laws 2000, LB 932, § 45;](#) [Laws 2001, LB 362, § 94;](#) [Laws 2009, LB259, § 32;](#) [Laws 2019, LB622, § 11.](#)

Operative Date: July 1, 2020

77-23,101. Qualified trustee; requirements.

Any Federal Reserve Bank, branch of a Federal Reserve Bank, a federal home loan bank, or another responsible bank which is authorized to exercise trust powers, capital stock financial institution which is authorized to exercise trust powers, qualifying mutual financial institution which is authorized to exercise trust powers, or trust company, other than the pledgor or the bank, capital stock financial institution, or qualifying mutual financial institution providing the deposit guaranty bond or granting the security interest, is qualified to act as a qualified trustee for the receipt of a deposit guaranty bond or the holding of securities under

section 77-23,100. The bank, capital stock financial institution, or qualifying mutual financial institution in which public money or public funds are deposited may at any time substitute, exchange, or release securities deposited with a qualified trustee if such substitution, exchange, or release does not reduce the aggregate market value of the pool of securities to an amount that is less than one hundred two percent of the total amount of public money or public funds less the portion of such public money or public funds insured or guaranteed by the Federal Deposit Insurance Corporation. The bank, capital stock financial institution, or qualifying mutual financial institution in which public money or public funds are deposited may at any time reduce the amount of the deposit guaranty bond if the reduction does not reduce the total combined value of the deposit guaranty bond and the aggregate market value of the pool of securities to an amount less than one hundred two percent of the total amount of public money or public funds less the portion of such public money or public funds insured or guaranteed by the Federal Deposit Insurance Corporation.

Source: Laws 2000, LB 932, § 46; Laws 2001, LB 362, § 95; Laws 2009, LB259, § 33; Laws 2019, LB622, § 12.

Operative Date: July 1, 2020

77-23,102. Default; procedure.

(1) When the director determines that a bank, capital stock financial institution, or qualifying mutual financial institution has experienced an event of default the director shall proceed in the following manner: (a) The director shall ascertain the aggregate amounts of public money or public funds secured pursuant to subsection (1) of section 77-2398 and deposited in the bank, capital stock financial institution, or qualifying mutual financial institution which has defaulted, as disclosed by the records of such bank, capital stock financial institution, or qualifying mutual financial institution. The director shall determine for each custodial official for whom public money or public funds are deposited in the defaulting bank, capital stock financial institution, or qualifying mutual financial institution the accounts and amount of federal deposit insurance or guarantee that is available for each account. The director shall then determine for each such custodial official the amount of public money or public funds not insured or guaranteed by the Federal Deposit Insurance Corporation and the amount of the deposit guaranty bond or pool of securities pledged, deposited, or in which a security interest has been granted, or any combination thereof, to secure such public money or public funds. Upon completion of this analysis, the director shall provide each such custodial official with a statement that reports the amount of public money or public funds

deposited by the custodial official in the defaulting bank, capital stock financial institution, or qualifying mutual financial institution, the amount of public money or public funds that may be insured or guaranteed by the Federal Deposit Insurance Corporation, and the amount of public money or public funds secured by a deposit guaranty bond or secured by a pool of securities, or any combination thereof, pursuant to subsection (1) of section [77-2398](#). Each such custodial official shall verify this information from his or her records within ten business days after receiving the report and information from the director; and (b) upon receipt of a verified report from such custodial official and if the defaulting bank, capital stock financial institution, or qualifying mutual financial institution is to be liquidated or if for any other reason the director determines that public money or public funds are not likely to be promptly paid upon demand, the director shall proceed to enforce the deposit guaranty bond and liquidate the pool of securities held to secure the deposit of public money or public funds and shall repay each custodial official for the public money or public funds not insured or guaranteed by the Federal Deposit Insurance Corporation deposited in the bank, capital stock financial institution, or qualifying mutual financial institution by the custodial official. In the event that the amount of the deposit guaranty bond or the proceeds of the securities held by the director after liquidation is insufficient to cover all public money or public funds not insured or guaranteed by the Federal Deposit Insurance Corporation for all custodial officials for whom the director serves, the director shall pay out to each custodial official available amounts pro rata in accordance with the respective public money or public funds not insured or guaranteed by the Federal Deposit Insurance Corporation for each such custodial official.

(2) In the event that a federal deposit insurance agency is appointed and acts as a liquidator or receiver of any bank, capital stock financial institution, or qualifying mutual financial institution under state or federal law, those duties under this section that are specified to be performed by the director in the event of default may be delegated to and performed by such federal deposit insurance agency.

Source: [Laws 2000, LB 932, § 47;](#) [Laws 2001, LB 362, § 96;](#) [Laws 2009, LB259, § 34;](#) [Laws 2019, LB622, § 13.](#)

Operative Date: July 1, 2020

77-23,103. Charges or compensation of qualified trustee.

Any charges or compensation of a qualified trustee for acting as such under the Public Funds Deposit Security Act shall be paid by the bank, capital stock financial

institution, or qualifying mutual financial institution and in no event shall be chargeable to any governmental unit, to the custodial official, or to any officer of the governmental unit. Such charges or compensation shall not be a lien or charge upon the deposit guaranty bond or the securities held by the qualified trustee prior, superior, or equal to the rights to and interests under such deposit guaranty bond or in such securities of the governmental unit or of the custodial official. The custodial official shall be relieved from any liability to the governmental unit or to the bank, capital stock financial institution, or qualifying mutual financial institution for the loss or destruction of any deposit guaranty bond or securities pledged, deposited, or in which a security interest has been granted.

Source: [Laws 2000, LB 932, § 48;](#) [Laws 2001, LB 362, § 97.](#)

77-23,104. Assignment of securities; when.

In lieu of placing its unqualified endorsement on each security, a bank, capital stock financial institution, or qualifying mutual financial institution depositing, pledging, or granting a security interest in securities pursuant to subsection (1) of section [77-2398](#) that are not negotiable without its endorsement or assignment may furnish to the qualified trustee holding the securities an appropriate resolution and irrevocable power of attorney authorizing the trustee to assign the securities. The resolution and power of attorney shall conform to such terms and conditions as the trustee prescribes.

Source: [Laws 2000, LB 932, § 49;](#) [Laws 2001, LB 362, § 98.](#)

77-23,105. Reports required.

Upon request of a custodial official, a bank, capital stock financial institution, or qualifying mutual financial institution shall report as of the date of such request the amount of public money or public funds deposited in such bank, capital stock financial institution, or qualifying mutual financial institution that is not insured or guaranteed by the Federal Deposit Insurance Corporation (1) by the custodial official making the request and (2) by all other custodial officials and secured pursuant to subsection (1) of section [77-2398](#), and the total value of the deposit guaranty bond or the aggregate market value of the pool of securities deposited, pledged, or in which a security interest has been granted to secure public money or public funds held by the bank, capital stock financial institution, or qualifying mutual financial institution, including those deposited by the custodial official.

Upon request of a custodial official, a qualified trustee shall report as of the date of such request the total value of the deposit guaranty bond or the aggregate market value of the pool of securities deposited, pledged, or in which a security interest has been granted by the bank, capital stock financial institution, or qualifying mutual financial institution and shall provide an itemized list of the securities in the pool. Such reports shall be made on or before the date the custodial official specifies.

Source:[Laws 2000, LB 932, § 50;](#) [Laws 2001, LB 362, § 99;](#) [Laws 2009, LB259, § 35.](#)

77-23,106. Public money or public funds; prompt payment.

The public money or public funds in the bank, capital stock financial institution, or qualifying mutual financial institution shall be paid promptly on the order of the custodial official depositing the public money or public funds in such bank, capital stock financial institution, or qualifying mutual financial institution.

Source:[Laws 2000, LB 932, § 51;](#) [Laws 2001, LB 362, § 100.](#)

77-23,107. Liability.

The director and the administrator under the Public Funds Deposit Security Act shall, except for actions or inactions that constitute gross negligence or intentional wrongful acts, be immune from liability for any act required of or authorized for the director and the administrator under the act.

Source:[Laws 2019, LB622, § 14.](#)

Operative Date: July 1, 2020

77-23,108. Rules and regulations.

The director may adopt and promulgate rules and regulations, establish policies and procedures, prescribe forms, or issue orders as may be necessary to accomplish the purposes of the Public Funds Deposit Security Act.

Source:[Laws 2019, LB622, § 15.](#)

Operative Date: July 1, 2020

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: 4.A.

Approve Ordinance No. 2022-3035 on its first reading amending City of McCook Code of Ordinances, Chapter 38: Fee Schedule, Appendix M: Building Regulation and Zoning Application Fees.

BACKGROUND:

McCook's Building Inspector and the Building and Housing Code Advisory and Appeals Board recommended a revision to the building regulation and zoning application fees found in Chapter 38, Appendix M of the McCook Code of Ordinances. McCook's current fee structure has not been updated for decades which is reflected after comparing to similar size municipalities. McCook's Building Inspector conducted a comprehensive review of five municipalities (Chadron, Columbus, Fremont, Seward, and Wayne) building and permit fees. Copies of their fee schedules are attached for your review. After review of the five communities fee schedules, staff recommends the fees be amended as proposed in Ordinance No. 2022-3035.

**FISCAL
IMPACT:** None.

APPROVALS:



Barry Mooney, Building Inspector

February 1, 2022



Lea Ann Doak, City Clerk

February 1, 2022



Nathan A. Schneider, City Manager

February 1, 2022

ORDINANCE NO. 2022-3035

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING CHAPTER 38: FEE SCHEDULE, APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES, OF THE MUNICIPAL CODE OF THE CITY OF MCCOOK, NEBRASKA; TO PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. That Chapter 38, FEE SCHEDULE, APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES, of the City of McCook, Nebraska, Code of Ordinances is hereby amended to read as follows:

APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES

PERMIT	FEE
Building Permits Construction Cost:	
\$0 - \$5,000	\$25.00
\$5,001 - \$25,000	\$25.00 for first \$5,000 plus \$5.00 for each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 - \$50,000	\$125.00 for first \$25,000 plus \$4.00 for each additional \$1,000 or fraction thereof up to and including \$50,000.
\$50,001 - \$100,000	\$225.00 for first \$50,000 plus \$3.00 for each additional \$1,000 or fraction thereof up to and including \$100,000.
\$100,001 - \$500,000	\$375.00 for first \$100,000 plus \$2.50 for each additional \$1,000 or fraction thereof up to and including \$500,000.
\$500,001 - \$1,000,000	\$1,375.00 for first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof up to and including \$1,000,000.
\$1,000,001 and up	\$2,375.00 for first \$1,000,000 plus \$1.50 for each additional \$1,000 or fraction thereof.
Plan Review - by City Staff or its agents of drainage report, sanitary sewage disposal report, and water distribution report.	\$100.00 minimum fee, or the appointed agents standard hourly rate plus 10%, whichever is greater. Additional fees will be assessed should the project require extraordinary review by City Staff or its appointed agents.
Curb Cut Permit	\$25.00
Demolition Permit	\$100.00

Fence Permit	\$25.00
Mechanical Permit	\$25.00 minimum fee, plus \$3.00 per item over six (6) items
Mobile Home Set Down Permit	\$25.00
Plumbing Permit	\$25.00 minimum fee, plus \$3.00 per item over six (6) items
Sidewalk Permit (New Construction)	\$25.00
Sign Permit	\$25.00 for first \$1,000 plus \$2.50 for each additional \$1,000 or fraction thereof.
Structure Moving Permit	\$100.00
Right-of-Way Encroachment Permit	\$25.00
Zoning Applications:	
Change of Zoning	\$75.00
Lot Split/Lot Line Adjustment	\$75.00
Special Exception	\$75.00
Variance	\$75.00
Subdivisions:	
Preliminary Plat	\$500.00
Final Plat	\$200.00 per lot, with a maximum of \$5,500
Mobile Home Park	\$100.00
Contractors License	\$75.00 new applicant; \$25.00 renewal

(Ord. 95-2335, passed 10-2-1995; Ord. 2000-2544, passed 2-21-2000; Ord. 2004-2688, passed 3-15-2004; Ord. 2004-2703, passed 8-16-2004)

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

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED AND APPROVED ____ day of _____, 2022.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Publish:

APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES

MINIMUM FEE - ALL PERMITS. \$15

CURRENT FEES

(A) Building permit fee.

(1) *New construction.*

(a) Residential (one and two family dwelling units): \$.07 per square foot (Includes all levels, basements & garages)

(b) Commercial: \$.10 per square foot (Hotels, motels and multi-family dwelling units, includes all levels, basements and garages)

(2) *Alterations.*

(a) \$0-\$1,000 cost \$15; \$2.50 per \$1,000 additional cost.

(b) Review by City Engineer of drainage report, sanitary sewage disposal report, and water distribution report: \$100 minimum fee, or the City Engineer's standard hourly rate plus 10%, whichever is greater. Additional fees will be assessed should the project require extraordinary review by the City Engineer.

(B) Plumbing permit fee: \$2.50 per opening.

(C) Mechanical permit fee: \$2.50 per item.

NOTE: Failure to obtain permit and pay fee prior to commencement of work for Items A, B and C above shall result in the charge of a penalty of \$100 for each permit required.

(D) Building moving permit: \$100.

(E) Mobile home set down permit: \$25.

(F) Demolition permit: \$15 for \$0 - \$1,000; \$2.50 per \$1,000 additional cost.

(G) Sign permit: \$15 for \$0 - \$1,000; \$2.50 per \$1,000 additional cost.

(H) Contractors license fee: \$75 new applicant; \$25 renewal.

(I) Zoning applications.

(1) Zoning classification: \$75.

(2) Zoning special exception: \$75.

(3) Zoning variance: \$25.

(4) Subdivisions.

(a) Preliminary plat: \$500.

(b) Final plat. \$200 per lot, with a maximum of \$5,500.

(5) Lot split: \$75.

(6) Mobile home park: \$100.

(7) Right of way vacation: \$50.00 plus \$.01 per square foot.

(8) Right of way closing: \$25.

(Ord. 95-2335, passed 10-2-1995; Ord. 2000-2544, passed 2-21-2000; Ord. 2004-2688, passed 3-15-2004; Ord. 2004-2703, passed 8-16-2004; Ord. 2016-2936, passed 8-15-2016)

RECOMMENDED

APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES

<u>Building Permits</u>	<u>Fees</u>
\$0 - \$5,000	\$25.00
\$5,001 - \$25,000	\$25.00 for first \$5,000 plus \$5.00 for each additional \$1,000 or fraction thereof up to and including \$25,000.
\$25,001 - \$50,000	\$125.00 for first \$25,000 plus \$4.00 for each additional \$1,000 or fraction thereof up to and including \$50,000.
\$50,001 - \$100,000	\$225.00 for first \$50,000 plus \$3.00 for each additional \$1,000 or fraction thereof up to and including \$100,000.
\$100,001 - \$500,000	\$375.00 for first \$100,000 plus \$2.50 for each additional \$1,000 or fraction thereof up to and including \$500,000.
\$500,001 - \$1,000,000	\$1,375.00 for first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof up to and including \$1,000,000.
\$1,000,001 and up	\$2,375.00 for first \$1,000,000 plus \$1.50 for each additional \$1,000 or fraction thereof.
Plan Review- by City Staff or its agents of drainage report, sanitary sewage disposal report, and water distribution report: \$100 minimum fee, or the appointed agents standard hourly rate plus 10%, whichever is greater.	
Curb Cut Permit	\$25.00
Demolition Permit	\$100.00
Fence Permit	\$25.00
Mechanical Permit	\$25.00 minimum fee plus \$3.00 per item over six (6) items
Mobile Home Set Down Permit	\$25.00
Plumbing Permit	\$25.00 minimum fee plus \$3.00 per item over six (6) items
Sidewalk Permit (New Construction)	\$25.00
Sign Permit	\$25.00 for first \$1,000 plus \$2.50 for each additional \$1,000 or fraction thereof.
Structure Moving Permit	\$100.00
R/W Encroachment Permit	\$25.00

Zoning Applications

<u>Change of Zoning</u>	\$75.00
<u>Lot Split/Lot Line Adjustment</u>	\$75.00
<u>Special Exception</u>	\$75.00
<u>Variance</u>	\$75.00

Subdivisions

Preliminary Plat	\$500.00
Final Plat	\$200 per lot, with a maximum of \$5,500
Mobile Home Park	\$100.00
Contractors License	\$75.00 new applicant; \$25.00 renewal

(Ord. 95-2335, passed 10-2-1995; Ord. 200-2544, passed 2-21-2000; Ord. 2004-2688, passed 3-15-2004; Ord. 2004-2703, passed 8-16-2004; Ord. 2016-2936, passed 8-15-2016)

Chadron, NE

APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES

<u>Building Permits</u>	<u>Fees</u>
\$0 - \$500	\$21.00
\$501 - \$2,000	\$21.00 for first \$500 plus \$2.75 for each additional \$100 or fraction thereof up to and including \$2,000.
\$2,001 - \$25,000	\$62.50 for first \$2,000 plus \$12.50 for each additional \$1,000 or fraction thereof up to and including \$25,000.
\$25,001 - \$50,000	\$350.00 for first \$25,000 plus \$9 for each additional \$1,000 or fraction thereof up to and including \$50,000.
\$50,001 - \$100,000	\$575.00 for first \$50,000 plus \$6.25 for each additional \$1,000 or fraction thereof up to and including \$100,000.
\$100,001 - \$500,000	\$888.00 for first \$100,000 plus \$5 for each additional \$1,000 or fraction thereof up to and including \$500,000.
\$500,001 - \$1,000,000	\$2,888.00 for first \$500,000 plus \$5 for each additional \$1,000 or fraction thereof up to and including \$1,000,000.
\$1,000,001 and up	\$5,012.00 for first \$1,000,000 plus \$2.75 for each additional \$1,000 or fraction thereof.
Fence Permit	\$15.00
Sign Permit	\$50.00 min. & \$1.75 per sq. ft. anything over 32 sq. ft.
<u>Zoning Applications</u>	
<u>Special Exception</u>	\$50.00
<u>Variance</u>	\$50.00

Columbus, NE

APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES

<u>Building Permits</u>	<u>Fees</u>
\$0 - \$2,000	\$25.00
\$2,001 - \$25,000	\$25.00 for first \$2,000 plus \$5 for each additional \$1,000 or fraction thereof up to and including \$25,000.
\$25,001 - \$50,000	\$140.00 for first \$25,000 plus \$4 for each additional \$1,000 or fraction thereof up to and including \$50,000.
\$50,001 - \$100,000	\$240.00 for first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof up to and including \$100,000.
\$100,001 - \$500,000	\$415.00 for first \$100,000 plus \$2 for each additional \$1,000 or fraction thereof up to and including \$500,000.
\$500,001 and up	\$1,215.00 for first \$500,000 plus \$1.50 for each additional \$1,000 or fraction thereof.
Demolition Permit	\$25.00
Fence Permit	\$25.00
Plumbing Permit	\$70.00 minimum fee plus \$4.00 for each fixture or trap opening.
Sign Permit	\$30.00

Fremont, NE

APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES

<u>Building Permits</u>	<u>Fees</u>
\$1 - \$1,600	\$30.00
\$1,601 - \$2,000	\$30.00 for first \$1,600 plus \$1.50 for each additional \$100 or fraction thereof up to and including \$2,000.
\$2,001 - \$25,000	\$36.00 for first \$2,000 plus \$6 for each additional \$1,000 or fraction thereof up to and including \$25,000.
\$25,001 - \$50,000	\$174.00 for first \$25,000 plus \$4.50 for each additional \$1,000 or fraction thereof up to and including \$50,000.
\$50,001 - \$100,000	\$286.50 for first \$50,000 plus \$3 for each additional \$1,000 or fraction thereof up to and including \$100,000.
\$100,001 - \$500,000	\$436.50 for first \$100,000 plus \$2.55 for each additional \$1,000 or fraction thereof up to and including \$500,000.
\$500,001 and up	\$1,456.50 for first \$500,000 plus \$2.10 for each additional \$1,000 or fraction thereof.
Demolition Permit	\$250.00
Fence Permit	\$40.00
Mechanical Permit	\$40.00
Mobile Home Set Down Permit	\$200.00
Plumbing Permit	\$30.00
Sign Permit	\$40.00 (1-35 sq. ft.) \$80.00 (36-75 sq. ft.) \$150.00 (76-150 sq. ft.) \$200.00 (151-300 sq. ft.) \$300.00 (Over 300 sq. ft.) \$30.00 (Temporary)

Seward, NE

APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES

<u>Building Permits</u>	<u>Fees</u>
\$0 - \$2,000	\$25.00
\$2,001 - \$25,000	\$25.00 for first \$2,000 plus \$4 for each additional \$1,000 or fraction thereof up to and including \$25,000.
\$25,001 - \$50,000	\$117.00 for first \$25,000 plus \$3 for each additional \$1,000 or fraction thereof up to and including \$50,000.
\$50,001 - \$100,000	\$192.00 for first \$50,000 plus \$2.50 for each additional \$1,000 or fraction thereof up to and including \$100,000.
\$100,001 - \$500,000	\$317.00 for first \$100,000 plus \$2 for each additional \$1,000 or fraction thereof up to and including \$500,000.
\$500,001 - \$1,000,000	\$1,117.00 for first \$500,000 plus \$1.50 for each additional \$1,000 or fraction thereof up to and including \$1,000,000.
\$1,000,001 and up	\$1,867.00 for first \$1,000,000 plus \$1 for each additional \$1,000 or fraction thereof.
Demolition Permit	\$50.00
Fence Permit	\$25.00
Sign Permit	\$25.00 minimum, \$1.00 per sq. ft.
Structure Moving Permit	\$50.00

Wayne, NE

APPENDIX M: BUILDING REGULATION AND ZONING APPLICATION FEES

<u>Building Permits</u>	<u>Fees</u>
\$0 - \$5,000	\$40.00
\$5,001 - \$25,000	\$125.00
\$25,001 - \$50,000	\$200.00
\$50,001 - \$100,000	\$325.00
\$100,001 - \$200,000	\$575.00
\$200,001 - \$300,000	\$850.00
\$300,001 - \$400,000	\$1,100.00
\$400,001 - \$500,000	\$1,400.00
\$500,001 - \$1,000,000	\$1,750.00
\$1,000,001 - \$1,500,000	\$2,500.00
\$1,500,001 and up	\$3,500.00
Curb Grinding Permit	\$50.00
Demolition Permit	
Residential & Commercial	\$75.00
Accessory Structures	\$25.00
Fence Permit	\$25.00
Sidewalk Permit	\$35.00
Moving Permit	
Primary	\$200.00
Accessory	\$50.00
<u>Zoning Applications</u>	
<u>Change of Zoning</u>	\$200.00
<u>Lot Split/Lot Line Adjustment</u>	\$150.00
<u>Special Exception</u>	\$200.00

Variance \$200.00

Subdivisions

Preliminary Plat \$100.00

Final Plat \$200

**CITY MANAGER'S REPORT
FEBRUARY 7, 2022 CITY COUNCIL MEETING**

ITEM: **4.B.**

Approve Ordinance No. 2022-3034 on second reading redacting § 31.05 to the City of McCook Code of Ordinances, Chapter 31: City Policies, Travel Expenses, and adopting § 34.40 to the City of McCook Code of Ordinances, Chapter 34: Purchasing Regulations, Travel Expenses and Miscellaneous Expenses.

BACKGROUND:

Please refer to background information presented in the attached City Manager's Report prepared for the January 17, 2022 council meeting. The ordinance is not ready to be considered upon its second reading.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

January 31, 2022



Nathan A. Schneider, City Manager

January 31, 2022

**CITY MANAGER'S REPORT
JANUARY 17, 2022 MCCOOK CITY COUNCIL MEETING**

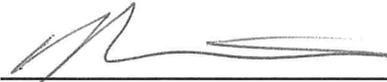
ITEM NO. 4.0 Approve Ordinance No. 2022- 3034 on first reading redacting § 31.05 to the City of McCook Code of Ordinances, Chapter 31: City Policies, Travel Expenses, and adopting § 34.40 to the City of McCook Code of Ordinances, Chapter 34: Purchasing Regulations, Travel Expenses and Miscellaneous Expenses.

BACKGROUND:

Per McCook Code of Ordinances § 31.05 (B)(2)(c), Travel Expenses: Nonalcoholic Beverages and Meals, the expenditure of public funds is authorized, pursuant to the State of Nebraska Local Government Miscellaneous Expenditure Act for one recognition dinner each year held for elected and appointed officials, employees, or volunteers. Our ordinance states that the maximum cost per person for such dinner shall not exceed \$25. In contrast, under the State of Nebraska's Local Government Miscellaneous Expenditure Act (ie. Neb. Rev. Stat. 13-2203), the maximum cost per person for a dinner shall not exceed \$50. Staff is recommending that the City adopt the State of Nebraska's per person maximum cost of \$50. Over the past few years, when city staff has planned the annual employee recognition banquet, it has been extremely difficult to find vendors that can provide a meal at the \$25 per person amount established by City ordinance. By adopting the State of Nebraska's maximum per person amount, the city can pay a rate that should be acceptable to most vendors.

With respect to the portion of the proposed ordinance that redacts § 31.05, the purpose behind the redaction is to place the law in a section of McCook's Code of Ordinances that best fits. By redacting ordinance § 31.05 and recategorizing it in Chapter 34, the travel and miscellaneous expense rules will be located within the purchasing rules as opposed to the general provisions section of the City's policies. Staff believes the modification will make it easier for individuals to locate the travel and miscellaneous rules.

APPROVALS:



Nathan A. Schneider, City Manager

January 13, 2022



Lea Ann Doak, City Clerk

January 13, 2022



Nathaniel J. Mustion, City Attorney

January 13, 2022

ORDINANCE NO. 2022-3034

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING SECTION 31.05 - TRAVEL EXPENSES; ADDING SECTION 34.40 - MISCELLANEOUS AND TRAVEL EXPENDITURES; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

NO, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

Section 1. The City of McCook's Code of Ordinances is hereby revised, repealing Section 31.05 - Travel Expenses, in its entirety.

Section 2. That Chapter 34 - Purchasing Regulations of the City of McCook Code of Ordinances is hereby amending, adding Section 34.40 - Miscellaneous and Travel Expenditures; shall be amended to read as follows:

§ 34.40 MISCELLANEOUS AND TRAVEL EXPENDITURES.

(A) The expenditure of public funds is hereby subject, pursuant to the State of Nebraska Local Government Miscellaneous Expenditure Act, to the following:

(1) Authorized expenses may include:

(a) Registration costs, tuition costs, fees or charges;

(b) Mileage at the then current rate allowed by Neb. RS 81-1176, or actual travel expense if travel is by commercial or charter means. In-state mileage shall be calculated by using the Official State Highway Map Mileage Chart, plus five miles per each day, or part thereof, that the person is engaged in city business. Out of state travel will be at actual odometer readings. When travel mode is optional, the lower of the reimbursable cost is authorized;

(c) 1. Meals for travel requiring an overnight trip, \$30 per day (no receipts necessary), or pro-rata, based on the following:

A. Breakfast - \$5;

B. Lunch - \$10;

C. Dinner - \$15.

2. Actual receipts may be substituted for per diem when the total meal expenses for the trip exceeds the per diem. Banquets, lunches and other meals included in the registration fee or prepaid with the conference will be deducted from the per diem rate;

(d) When required to travel away from home overnight, and traveling includes a partial day on the departure day or a partial day on the return day, departures must occur prior to 6:00 a.m. for breakfast per diem and return must be after 8:00 p.m. for supper per diem;

(e) Actual cost of meals (receipts required), not to exceed the applicable federal per diem rate for Meals and Incidentals (M&I), when not required to travel when away from home overnight; and

(f) Other transportation, lodging and miscellaneous expenses at actual cost upon the submission of proper vouchers/receipts.

(2) Authorized expenditures shall not include expenditures for meals of City Council members provided while attending a public meeting of the City Council unless such meeting is a joint meeting with one or more other governing bodies.

(3) Authorized expenditures shall not include expenditures for any expenses incurred by a spouse of an elected or appointed official, employee, or volunteer unless the spouse is also an elected or appointed official, employee, or volunteer of the city.

(B) The expenditure of public funds is hereby authorized, pursuant to the State of Nebraska Local Government Miscellaneous Expenditure Act, for the following purposes:

(1) Nonalcoholic beverages provided to individuals attending public meetings of the City Council.

(2) Nonalcoholic beverages and meals:

(a) Provided for any individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, including, but not limited to, tornado, severe storm, fire or accident;

(b) Provided for any volunteers during or immediately following their participation in any activity approved by the City Council, including but not limited to, mowing parks, picking up litter, removing graffiti or snow removal;

(c) Provided at one recognition dinner each year held for elected and appointed officials, employees, or volunteers. The maximum cost per person for such dinner shall not exceed \$50. The annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination.

(3) Plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions, are subject to a \$300 limit on value. This amount shall not be amended or altered more than once in

any 12-month period. This amount may be amended by resolution, only after a public hearing has been held.

(C) The following procedures shall be used for business travel:

(1) Transportation method: when travel is by air, advance ticketing will be utilized whenever possible to obtain the lowest available coach fare.

(2) Lodging:

(a) Reimbursement for non-commercial lodging is not permitted.

(b) When city personnel are accompanied by non-city personnel, only the costs attributed to the city personnel are reimbursable.

(3) Expenses:

(a) The following expenses are reimbursable upon submission of paid receipts: parking fees; taxi fares; shuttle fares; bus fares; highway tolls; registration fees; lodging; tuition fees; supplies or equipment required for travel or training; rental cars; fees for official functions related to travel and traveler's checks fees.

(b) The following expenses are not reimbursable: entertainment, including television rentals; personal expenses, such as, hygiene items, laundry, magazines; travel insurance and alcoholic beverages.

(4) Travel advances: employees shall receive approval by the City Manager for any trip, and any travel advance, before departing and before incurring any expenses (including prepaid transportation, lodging expenses, and registration fees). Travel advances will only be authorized when employees are required to travel away from home overnight. All travel expenses require the approval of the department head and City Manager.

(5) Expense claims:

(a) Personnel on authorized travel must submit expense claims to the Finance Administrative Assistant Department immediately upon return, but not later than ten working days after return to duty.

(b) All receipts, unexpended city funds, and funds due the city, shall be returned at that time.

(c) All expenses (including prepaid expenses) shall be summarized and accounted for on a "Report of Expense" form.
(Ord. 2008-2814, passed 11-3-2008)

Section 3. Any other ordinance or code section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2022.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Publish:

West's Revised Statutes of Nebraska Annotated
Chapter 13. Cities, Counties, and Other Political Subdivisions
Article 22. Local Government Miscellaneous Expenditures

Neb.Rev.St. § 13-2203

13-2203. Additional expenditures; governing body; powers; procedures

Effective: September 1, 2019

Currentness

In addition to other expenditures authorized by law, each governing body may approve:

(1)(a) The expenditure of public funds for the payment or reimbursement of actual and necessary expenses incurred by elected and appointed officials, employees, or volunteers at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the boundaries of the local government, if the governing body gave prior approval for participation or attendance at the event and for payment or reimbursement either by the formal adoption of a uniform policy or by a formal vote of the governing body. Authorized expenses may include:

(i) Registration costs, tuition costs, fees, or charges;

(ii) Mileage at the rate allowed by section 81-1176 for travel by personal automobile, but if travel by rental vehicle or commercial or charter means is economical and practical, then authorized expenses shall include only the actual cost of the rental vehicle or commercial or charter means. The governing body may establish different mileage rates based on whether the personal automobile usage is at the convenience of the local government or at the convenience of the local government's elected or appointed official, employee, or volunteer; and

(iii) Meals and lodging at a rate not exceeding the applicable federal rate unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the governing body; and

(b) Authorized expenditures shall not include expenditures for meals of paid members of a governing body provided while such members are attending a public meeting of the governing body unless such meeting is a joint public meeting with one or more other governing bodies;

(2) The expenditure of public funds for:

(a) Nonalcoholic beverages provided to individuals attending public meetings of the governing body; and

(b) Nonalcoholic beverages and meals:

(i) Provided for any individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, including, but not limited to, tornado, severe storm, fire, or accident;

(ii) Provided for any volunteers during or immediately following their participation in any activity approved by the governing body, including, but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal; or

(iii) Provided at one recognition dinner each year held for elected and appointed officials, employees, or volunteers of the local government. The maximum cost per person for such dinner shall be established by formal action of the governing body, but shall not exceed fifty dollars. An annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination, if authorized by the governing body; and

(3) The expenditure of public funds for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions. Before making any such expenditure, the governing body shall, by official action after a public hearing, establish a uniform policy which sets a dollar limit on the value of any plaque, certificate of achievement, or item of value to be awarded. Such policy, following its initial adoption, shall not be amended or altered more than once in any twelve-month period.

Credits

Laws 1993, LB 734, § 11; Laws 2018, LB 1036, § 1, eff. July 19, 2018; Laws 2019, LB 609, § 1, eff. Sept. 1, 2019.

Neb. Rev. St. § 13-2203, NE ST § 13-2203

Current through legislation effective October 1, 2020, of the 2nd Regular Session of the 106th Legislature (2020).