

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, July 15, 2024
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeremy Labrie, Memorial Methodist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

**The Consent Agenda is approved on one motion. Any item listed on the Consent Agenda may, by the request of any single Council member or public in attendance, be considered as a separate item under the Regular Agenda.*

A. Approve the minutes of the July 1, 2024 regular City Council meeting.

B. Receive and file the Financial Report for the period ending June 30, 2024.

C. Receive and file the claims for the month of June 2024, published July 9, 2024.

D. Approve and authorize the Mayor to sign a Professional Engineering Services Agreement with Miller & Associates, Consulting Engineers, P.C. for the Preliminary and Final Design, and Construction Phase Services for the Water Resources Recovery Facility (WRRF) upgrades [Alternative No. 3 - Sequencing Batch Reactor (SBR) with no clarifier], including replacement of the rotating biological contractor process with an activated sludge process employing an SBR process configuration, a new screen and grit removal system, a permanent location for the dewatering fan press, and collection system improvements.

E. Approve the bid specifications for one (1) new Refuse Transport Trailer for the City of McCook Transfer Station and set the date to receive bids as July 30, 2024 at 2:30 P.M.

F. Approve the application of the McCook Rotary Club for the temporary closure of City streets for the celebration of National Night Out around Norris Park including the northbound lane of the 700 block of Norris Avenue, the 700 block of East 1st Street, the 100 block of East "H" Street, and the 100 block of East "G" Street from 6:00 P.M. to 8:00 P.M. on August 6, 2024.

- G. Approve the McCook Recreational Improvement Project.
 - H. Authorize city staff to negotiate a real estate lease with Frenchman Valley for an aerial application facility to be located at the McCook Ben Nelson Regional Airport.
3. Regular Agenda.
- A. Presentation from Erica Bush with WCNDD (West Central Nebraska Development District) in regards to properties in their designated area that should be declared a nuisance, properties that should be rescinded from previous declaration of nuisance, and properties that need abatement.
 - B. Approve Resolution No. 2024-15 approving the designation of nuisance property as deemed by WCNDD (West Central Nebraska Development District), and as declared in the Resolution.
 - C. Approve the request of WCNDD (West Central Nebraska Development District) that properties located at 1012 Missouri Avenue, McCook NE and 1413 West 14th, McCook, NE be abated.
 - D. Adopt Resolution No. 2024-16 approving rescinding a portion of previously declared nuisance properties as deemed by WCNDD (West Central Nebraska Development District) and as declared by Resolution No. 2024-13.
 - E. Update regarding the swimming pool project and ballpark project.
 - F. Ordinance No. 2024-3080 amending the City of McCook's Code of Ordinances by adding Chapter 75, Sections 75.01 through and including Section 75.99, under title VII Traffic Code.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3080 upon its third and final reading.
 - 3. Chairperson declaration after vote and passage.
 - G. Ordinance No. 2024-3081 amending Section 95.35 Weeds, Litter, Stagnant Water; adding additional provisions which include all specific nuisances listed in Section 95.02 of the McCook Code of Ordinances.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3081 upon its third and final reading.
 - 3. Chairperson declaration after vote and passage.
 - H. Update regarding the comprehensive plan and zoning/subdivision regulation projects.
 - I. Council Comments.
- Adjournment.

**CITY MANAGER'S REPORT
JULY 1, 2024 CITY COUNCIL MEETING**

ITEM: 2.A.

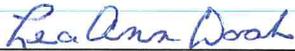
Approve the minutes of the July 1, 2024 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

July 11, 2024

McCook City Council
July 1, 2024
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 Taylor, Councilmembers Calvin, Weedon, Muehlenkamp, Rambali.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Utilities Director Fawver, Fire Chief Harpham, Police Chief Hodgson, Public Works Director Potthoff, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on June 27, 2024, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Invocation was provided by Jeff Kelley, Memorial Methodist Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

City Manager Schneider announced that the City Offices would be closed on Thursday, for the Fourth of July holiday.

2. Consent Agenda.

Councilmember Weedon requested that Item 2.C. be removed from the Consent Agenda and placed on the Regular Agenda.

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

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

2.A. Approve the minutes of the June 17, 2024 regular City Council meeting.

- 2.B. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show, including the bandshell and electricity, on September 21, 2024; for the closing of the north bound lane of Norris Avenue from "G" Street to "H" Street and the 100 block of East "G" Street beginning at 1:00 p.m. on Friday, September 20, 2024 until Saturday, September 21, 2024 at 8:00 p.m., the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street from 5:00 A.M. to 8:00 P.M. on September 21, 2024, the 100 block of West "G" Street from 5:00 a.m. on Saturday, September 21, 2024 until after the parade; to close Norris Avenue from East "D" Street to East "E" Street on September 21, 2024 between 3:00 p.m. and 10:00 p.m. for October festivities; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 21, 2024; and to allow the use of the McCook City Library parking lot for additional parking.
- 2.D. Approve the request from the McCook Chamber of Commerce to close Norris Avenue from the north side of "C" Street through "D" Street and West "C" Street from the west side of Norris Avenue to the east side of West 1st Street on July 18 from 4:00 P.M. to 10:00 P.M. for their Third Thursday Family Fun on the Bricks Event.
- 2.E. Receive and file Topics for Consideration received through June 20, 2024.

3. Regular Agenda.

- 2.C. Award the base bid and alternates #1 and #2 to Shelco Construction of Elsie, Nebraska in the amount of \$980,698.46, that being the lowest best bid.

Motion to approve the award of the base bid and alternates #1 and #2 for the 2024 Asphalt paving Projects to Shelco Construction of Elsie, Nebraska in the amount of \$980,698.46, that being the lowest best bid. This motion, made by Weedin and seconded by Taylor, passed.

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

Councilmember Weedin asked for clarification of the streets that were included in the base bid. Engineer Wolford clarified that the streets were West "C", West "D", and West 8th - not West 9th as stated in the City Manager's Report prepared for the July 1, 2024 Council meeting.

- 3.A. Presentation by Grant Flamig from the Nebraska Public Power District.

With Mr. Flamig not present, consideration of Item 3.A. was not held.

- 3.B. Approve an increase of the City of McCook's lease payment from NPPD by .5%, increasing the percentage amount from 12.5% to 13%, starting October 1, 2024.

Motion to approve an increase of the City of McCook's lease payment from NPPD by .5%, increasing the percentage amount from 12.5% to 13%, starting October 1, 2024. This motion, made by Calvin and seconded by Weedin, passed.

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

3.C. Ordinance No. 2024-3080 amending the City of McCook's Code of Ordinances by adding Chapter 75, Sections 75.01 through and including Section 75.99, under title VII Traffic Code.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3080 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; AMENDING TITLE VII: TRAFFIC CODE, ADDING CHAPTER 75: UTILITY-TYPE VEHICLES; PROHIBITING THE OPERATION OF ALL-TERRAIN VEHICLES AND ALLOW THE OPERATION OF UTILITY-TYPE VEHICLES ON CITY STREETS AND SETTING FORTH THE PROVISIONS UNDER WHICH UTILITY-TYPE VEHICLES MAY BE OPERATED; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE..

3.C.2. Consider approval of Ordinance No. 2024-3080 upon its second of three readings.

Ordinance No. 2024-3080 has been read by title and I move to approve upon its second of three readings. This motion, made by Rambali and seconded by Muehlenkamp.

Discussion was held regarding the need for child restraints as required in other motor vehicles, is use allowed during parades; maybe operated by city personnel during the course of their normal duties, educational personnel, and public power utilities – who are public power utilities; possibility of contract with Jim Lewis to inspect the vehicles; what is considered a conspicuous place for display of the registration decal; may the fines be waived; and requested staff to review safety requirements.

Mayor Taylor called the question for the motion on the floor, passed.

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

3.D. Presentation by Randall Goltl of Topic for Consideration for City Council Agenda regarding a request to include golf cart or golf car vehicles in proposed Ordinance No. 2024-3080.

Mr. Goltl requested that the Council consider the inclusion of golf carts or golf car vehicles as eligible vehicles to be driven in the City of McCook.

Garret Wagner spoke in support of Mr. Goltl's request.

It was the consensus of the Council to have this item on a future agenda for discussion.

3.E. Update regarding the swimming pool project and ballpark project.

City Manager Schneider announced that the swimming pool will open on July 17th. The possibility of extending the season, will depend on the number of lifeguards available when college and school

activities start. There is a need for additional guards and pool operators.

The contract has been signed for purchase of the property for the proposed sports complex, with an expected closing date of August 1st. A committee is being formed to help make the decisions regarding the design of the Sports Complex.

3.F. Presentation by Ryan Patrick of Sportsman Solutions.

Mike Roth, who originates from McCook and works for High Level Promotions (HLP) made a presentation to the Council. HLP specializes in securing naming rights and corporate sponsorships for facilities such as the proposed sports complex and the McCook Aquatic Park. They are compensated when they successfully acquire sponsorships. They leverage their industry relationships to assist in various aspects, from infrastructure to concessions. Their goal is to bring in big-name and local sponsors to support operational maintenance and construction projects.

Present via zoom were Ryan Patrick and Kevin Birkla.

3.G. Ordinance No. 2024-3081 amending Section 95.35 Weeds, Litter, Stagnant Water; adding additional provisions which include all specific nuisances listed in Section 95.02 of the McCook Code of Ordinances.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3081 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 95, ENTITLED "NUISANCE; HEALTH AND SANITATION", SECTION 95.35(G) - WEEDS, LITTER, STAGNANT WATER, ADDING SUBSECTION (F) LISTING SPECIFIC NUISANCES; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2024-3081 has been read by title and I move to approve upon its second of three readings. This motion, made by Calvin and seconded by Weedon, passed.

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

3.H. Council Comments.

There were no council comments.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:40 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JULY 15, 2024 CITY COUNCIL MEETING**

ITEM: 2.B.

Receive and file the Financial Report for the period ending June 30, 2024.

BACKGROUND:

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2023, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on June 30, 2024.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. That is why the Ending Cash Balance in the Primary Operating Account is (\$704,153.05), issued checks had not yet cleared the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance. A \$1.00 adjustment will be made in July for an error in distribution of pension funds.

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

Attachment B gives the ending cash balances by fund as of June 30, 2024.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending June 30, 2024.

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk-Treasurer

July 10, 2024



Tera Koetter, Assistant City Manager

July 10, 2024



Nathan A. Schneider, City Manager

July 10, 2024

ATTACHMENT

A

City of McCook, Nebraska
 TREASURER'S REPORT
 Period Ending: June 30, 2024 (unaudited)

Beginning Cash on Hand, October 1, 2023			
McCook National Bank - Public Funds	\$	24,891,382.03	
McCook National Bank - Primary Operating	\$	(238,986.17)	
McCook National Bank - LB840 Funds	\$	1,313,478.19	
McCook National Bank - Payroll	\$	(30,640.55)	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	1,150.00	
NDEQ Irrevocable Escrow	\$	89,029.76	
McCook National Bank - Pension	\$	4,565.82	
TOTAL BEGINNING CASH			\$ 26,040,037.01
Receipts:			
Taxes	\$	5,777,682.35	
Fees, Permits and Licenses	\$	438,093.09	
Intergovernmental Services	\$	1,525,781.91	
Charges - Current Services	\$	1,676,930.28	
Public Utilities	\$	2,962,671.38	
Use of Money & Property	\$	2,233,701.23	
Interfund Transfers	\$	3,783,508.99	
Other Revenue	\$	2,698,372.71	
Unapplied/Accounts Payable	\$	1,645.50	
PLUS TOTAL RECEIPTS			\$ 21,098,387.44
Disbursements:			
Personal Services	\$	5,936,050.60	
Supplies	\$	1,337,494.43	
Services & Charges	\$	7,835,468.19	
Budget Transfers	\$	2,557,054.05	
Capital Outlay	\$	7,113,553.62	
Unapplied/Accounts Payable	\$	2,069.19	
MINUS TOTAL DISBURSEMENTS			\$ 24,781,690.08
Ending Cash Balance June 30, 2024			
McCook National Bank - Public Funds	\$	21,371,894.71	
McCook National Bank - Primary Operating	\$	(704,153.05)	
McCook National Bank - LB840 Funds	\$	1,571,033.68	
McCook National Bank - Payroll	\$	1,001.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	1,150.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	95,230.52	
McCook National Bank - Pension	\$	10,519.58	
TOTAL ENDING CASH	\$	22,356,734.37	\$ 22,356,734.37

Dated: June 30, 2024

-s- Lea Ann Doak, City Clerk

ATTACHMENT B

City of McCook, Nebraska
TREASURER'S REPORT
CASH BALANCE BY FUNDS
Period Ending June 30, 2024 (unaudited)

Beginning Cash on Hand, October 1, 2023	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 3,713,273.61	\$ 8,216,967.94	\$ 7,784,529.28	\$ 4,145,712.27
General Fund Unapplied/Accts. Payable	\$ 2,519.00	\$ 1,624.00	\$ 1,513.08	\$ 2,629.92
Street Fund - 15	\$ 542,044.26	\$ 202,716.40	\$ -	\$ 744,760.66
Special Revenue - 20	\$ 6,915,980.44	\$ 410,396.17	\$ 5,662,784.13	\$ 1,663,592.48
Special Revenue Unapplied/Accts. Payable	\$ -		\$ -	\$ -
Debt Service - 30	\$ 413,572.43	\$ 14,220.00	\$ -	\$ 427,792.43
Community Redevelopment Authority - 40	\$ 83,322.24	\$ 352,711.00	\$ 308,681.94	\$ 127,351.30
Economic Development Fund - 45	\$ 1,313,478.19	\$ 535,664.40	\$ 278,108.91	\$ 1,571,033.68
Pension Trust - 50	\$ 4,565.82	\$ 20,109.23	\$ 14,155.47	\$ 10,519.58
Trust & Agency - 60	\$ 342,798.60	\$ 97,129.82	\$ 86,620.39	\$ 353,308.03
Trust & Agency Unapplied/Accts. Payable			\$ -	\$ -
Internal Service Fund - 65	\$ 812,266.31	\$ 2,435,579.08	\$ 2,037,347.61	\$ 1,210,497.78
Enterprise Fund - 70	\$ 10,389,917.22	\$ 7,449,993.92	\$ 8,251,477.20	\$ 9,588,433.94
Enterprise Fund Unapplied/Accts. Payable	\$ 482.46	\$ 21.50	\$ 556.11	\$ (52.15)
Capital Improvement - 80	\$ 1,505,816.43	\$ 1,361,253.98	\$ 355,915.96	\$ 2,511,154.45
Capital Improve Unapplied/Accts. Payable			\$ -	\$ -
BALANCES	\$ 26,040,037.01	\$ 21,098,387.44	\$ 24,781,690.08	\$ 22,356,734.37

Dated: June 30, 2024

-s- Lea Ann Doak, City Clerk

ATTACHMENT C

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: JUNE 30TH, 2024

10 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL REVENUE	11,414,579	11,414,579	888,618.56	7,924,694.66	6,627,135.35	3,489,884.34	30.57
RESERVES/CO TREASURER BAL	<u>1,887,442</u>	<u>1,887,442</u>	<u>14,336.42</u>	<u>292,273.28</u>	<u>115,948.00</u>	<u>1,595,168.72</u>	<u>84.51</u>
TOTAL REVENUES	<u>13,302,021</u>	<u>13,302,021</u>	<u>902,954.98</u>	<u>8,216,967.94</u>	<u>6,743,083.35</u>	<u>5,085,053.06</u>	<u>38.23</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	879,209	879,209	65,573.33	568,149.19	519,764.05	311,059.81	35.38
PUBLICITY	6,750	6,750	94.74	6,114.18	4,944.80	635.82	9.42
AUDITORIUM	57,603	57,603	5,530.14	54,186.73	38,081.46	3,416.27	5.93
COUNCIL	631,558	631,558	28,560.57	1,374,973.38	256,846.29	743,415.38	117.71-
POLICE	2,342,951	2,342,951	276,037.34	1,503,087.52	1,446,432.98	839,863.48	35.85
MUNICIPAL CENTER	130,120	130,120	9,459.59	98,224.27	91,089.00	31,895.73	24.51
FIRE	2,393,557	2,393,557	118,791.17	1,009,467.55	1,162,438.95	1,384,089.45	57.83
AMBULANCE	529,995	529,995	11,123.70	122,873.94	126,697.37	407,121.06	76.82
CIVIL DEFENSE	10,456	10,456	126.83	2,212.50	5,436.42	8,243.50	78.84
BUILDING & ZONING	100,190	100,190	8,655.40	71,630.20	73,229.55	28,559.80	28.51
LIBRARY	404,757	404,757	30,015.41	275,493.14	268,649.78	129,263.86	31.94
STREET	1,203,175	1,203,175	82,519.17	823,715.56	833,306.79	379,459.44	31.54
CEMETERY	234,407	234,407	15,903.26	136,642.98	176,238.45	97,764.02	41.71
PARKS	304,222	304,222	29,703.31	192,588.18	174,778.38	111,633.82	36.69
BALL PARKS	142,129	142,129	11,151.31	75,355.90	77,963.68	66,773.10	46.98
POOL	120,000	120,000	4,372.06	7,228.02	3,032.74	112,771.98	93.98
AIRPORT	195,336	195,336	13,496.63	132,661.00	116,029.84	62,675.00	32.09
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	16,000	16,000	1,083.24	12,301.91	11,092.37	3,698.09	23.11
SENIOR CENTER	537,343	537,343	32,828.74	350,802.99	341,820.97	186,540.01	34.72
PUBLIC TRANSPORTATION	200,864	200,864	18,512.55	149,956.32	138,557.36	50,907.68	25.34
HEALTH OPERATING	916,900	916,900	76,408.33	687,674.97	645,939.00	229,225.03	25.00
RESERVES/CO TREASURER BAL	<u>637,442</u>	<u>637,442</u>	<u>12,322.00</u>	<u>129,188.85</u>	<u>38,343.57</u>	<u>508,253.15</u>	<u>79.73</u>
TOTAL EXPENDITURES	<u>12,004,964</u>	<u>12,004,964</u>	<u>852,268.82</u>	<u>7,784,529.28</u>	<u>6,550,713.80</u>	<u>4,220,434.72</u>	<u>35.16</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,297,057	1,297,057	50,686.16	432,438.66	192,369.55	864,618.34	66.66

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: JUNE 30TH, 2024

15 -STREET FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	702,413	702,413	2,618.00	202,716.40	196,367.15	499,696.60	71.14
TOTAL REVENUES	702,413	702,413	2,618.00	202,716.40	196,367.15	499,696.60	71.14
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	702,413	702,413	0.00	0.00	88,000.00	702,413.00	100.00
TOTAL EXPENDITURES	702,413	702,413	0.00	0.00	88,000.00	702,413.00	100.00
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	2,618.00	202,716.40	108,367.15 (202,716.40)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: JUNE 30TH, 2024

20 -SPECIAL REVENUE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
FAA GRANTS	376,861	376,861	0.00	21,585.00	39,887.00	355,276.00	94.27
PUBLIC TRANSIT GRANTS	90,000	90,000	0.00	0.00	0.00	90,000.00	100.00
ACE REVENUE SHARING	31,922	31,922	177.00	21,403.00	11,512.00	10,519.00	32.95
MCCOOK RECREATIONAL TRAIL	56,179	56,179	200.00	1,915.00	1,415.00	54,264.00	96.59
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	2,625.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	150,460	150,460	473.00	4,729.00	3,286.00	145,731.00	96.86
ENHANCED E911	60,063	60,063	13,195.46	27,799.37	16,688.98	32,263.63	53.72
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	436,121	436,121	1,612.00	19,998.56	11,572.00	416,122.44	95.41
PSAP FUNDS	102,112	102,112	244.00	33,169.84	39,272.32	68,942.16	67.52
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	325,199	325,199	895.00	9,713.00	22,247.00	315,486.00	97.01
BIRDELLA NELSON TECH CTR	25,000	25,000	7,781.40	7,781.40	16,620.06	17,218.60	68.87
SWIMMING POOL PROJECT	6,699,072	6,699,072	4,134.00	139,710.00	0.00	6,559,362.00	97.91
DISC GOLF PROJECT	0	0	1,237.00	11,915.00	0.00	(11,915.00)	0.00
PLAYGROUND EQUIPMENT PROJ	0	0	0.00	0.00	0.00	0.00	0.00
CCCCFF GRANT-CREATIVE DIST	0	0	60,177.00	110,177.00	0.00	(110,177.00)	0.00
SPORTS COMPLEXT PROJECT	0	0	500.00	500.00	0.00	(500.00)	0.00
TOTAL REVENUES	8,387,774	8,387,774	90,625.86	410,396.17	165,125.36	7,977,377.83	95.11

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	376,861	376,861	0.00	29,057.75	32,497.63	347,803.25	92.29
PUBLIC TRANSIT GRANTS	90,000	90,000	0.00	0.00	0.00	90,000.00	100.00
ACE REVENUE SHARING	31,922	31,922	20,000.00	23,090.00	3,839.00	8,832.00	27.67
MCCOOK RECREATIONAL TRAIL	56,179	56,179	0.00	1,021.25	0.00	55,157.75	98.18
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	1,331.25	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	150,460	150,460	0.00	21,138.00	40,343.62	129,322.00	85.95
ENHANCED E911	60,063	60,063	0.00	1,800.00	12,364.11	58,263.00	97.00
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	436,121	436,121	0.00	0.00	51,910.25	436,121.00	100.00
PSAP FUNDS	102,112	102,112	39,739.70	73,556.60	63,760.33	28,555.40	27.96
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	325,199	325,199	39,319.50	96,865.33	287,861.06	228,333.67	70.21
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	22,203.14	25,000.00	100.00
SWIMMING POOL PROJECT	6,699,072	6,699,072	660,463.50	5,415,385.20	0.00	1,283,686.80	19.16
DISC GOLF PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
PLAYGROUND EQUIPMENT PROJ	0	0	0.00	0.00	0.00	0.00	0.00
CCCCFF GRANT-CREATIVE DIST	0	0	0.00	0.00	0.00	0.00	0.00
SPORTS COMPLEXT PROJECT	0	0	870.00	870.00	0.00	(870.00)	0.00
TOTAL EXPENDITURES	8,387,774	8,387,774	760,392.70	5,662,784.13	516,110.39	2,724,989.87	32.49
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(669,766.84)	(5,252,387.96)	(350,985.03)	5,252,387.96	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: JUNE 30TH, 2024

30 -DEBT SERVICE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	411,745	411,745	1,501.00	14,220.00	10,372.00	397,525.00	96.55
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	411,745	411,745	1,501.00	14,220.00	10,372.00	397,525.00	96.55
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	411,745	411,745	0.00	0.00	0.00	411,745.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	411,745	411,745	0.00	0.00	0.00	411,745.00	100.00
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,501.00	14,220.00	10,372.00	(14,220.00)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: JUNE 30TH, 2024

40 -COMMUNITY DEVELOPMENT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	29,244.21	27,474.93	1,755.79	5.66
CITY INVESTMENTS	82,656	82,656	385.00	26,843.00	9,297.00	55,813.00	67.52
NORTH POINTE	30,000	30,000	1,813.68	22,626.66	31,443.13	7,373.34	24.58
CLARY VILLAGE LLC	9,500	9,500	3,433.81	9,233.20	3,950.91	266.80	2.81
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	26,276.35	26,582.98	33,723.65	56.21
QUILLAN COURTS	15,000	15,000	3,481.25	10,205.33	4,610.18	4,794.67	31.96
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	89,841.68	94,052.91	10,158.32	10.16
NEXT GENERATION	220,000	220,000	0.00	124,712.14	210,895.38	95,287.86	43.31
N-STANT CONVENIENCE	20,000	20,000	0.00	2,470.41	4,740.22	17,529.59	87.65
BLACKWOOD ENTERPRISES	20,400	20,400	5,022.70	8,840.12	189.88	11,559.88	56.67
MEDC INFILL HOUSING	0	0	0.00	2,417.90	0.00	2,417.90	0.00
ENG INTL - RESTORED HOMES	0	0	0.00	0.00	0.00	0.00	0.00
NORTH POINTE II	0	0	0.00	0.00	0.00	0.00	0.00
MCK BUSINESS PK PHASE II	0	0	0.00	0.00	0.00	0.00	0.00
ELEVATE WELLNESS	0	0	0.00	0.00	0.00	0.00	0.00
R PERRY DEVELOPMENT	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	588,556	588,556	14,136.44	352,711.00	413,237.52	235,845.00	40.07

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	29,244.21	29,244.21	0.00	1,755.79	5.66
CITY INVESTMENTS	82,656	82,656	0.00	82.00	0.00	82,574.00	99.90
NORTH POINTE	30,000	30,000	20,812.98	20,812.98	7,818.05	9,187.02	30.62
CLARY VILLAGE LLC	9,500	9,500	0.00	3,521.43	0.00	5,978.57	62.93
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	26,276.35	26,276.35	0.00	33,723.65	56.21
QUILLAN COURTS	15,000	15,000	0.00	6,253.28	463.46	8,746.72	58.31
MCCOOK LODGING/HOLIDAY I	100,000	100,000	46,362.46	89,841.68	45,323.83	10,158.32	10.16
NEXT GENERATION	220,000	220,000	124,712.14	124,712.14	101,572.63	95,287.86	43.31
N-STANT CONVENIENCE	20,000	20,000	2,470.41	2,470.41	0.00	17,529.59	87.65
BLACKWOOD ENTERPRISES	20,400	20,400	0.00	3,335.00	0.00	17,065.00	83.65
MEDC INFILL HOUSING	0	0	0.00	2,132.46	0.00	2,132.46	0.00
ENG INTL - RESTORED HOMES	0	0	0.00	0.00	0.00	0.00	0.00
NORTH POINTE II	0	0	0.00	0.00	0.00	0.00	0.00
MCK BUSINESS PK PHASE II	0	0	0.00	0.00	0.00	0.00	0.00
ELEVATE WELLNESS	0	0	0.00	0.00	0.00	0.00	0.00
R PERRY DEVELOPMENT	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	588,556	588,556	249,878.55	308,681.94	155,177.97	279,874.06	47.55
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(235,742.11)	44,029.06	258,059.55	(44,029.06)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: JUNE 30TH, 2024

45 -ECONOMIC DEVELOPMENT FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	<u>1,925,222</u>	<u>1,925,222</u>	<u>71,625.54</u>	<u>535,664.40</u>	<u>456,081.98</u>	<u>1,389,557.60</u>	<u>72.18</u>
TOTAL REVENUES	<u>1,925,222</u>	<u>1,925,222</u>	<u>71,625.54</u>	<u>535,664.40</u>	<u>456,081.98</u>	<u>1,389,557.60</u>	<u>72.18</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	<u>1,925,222</u>	<u>1,925,222</u>	<u>13,473.00</u>	<u>278,108.91</u>	<u>288,192.95</u>	<u>1,647,113.09</u>	<u>85.55</u>
TOTAL EXPENDITURES	<u>1,925,222</u>	<u>1,925,222</u>	<u>13,473.00</u>	<u>278,108.91</u>	<u>288,192.95</u>	<u>1,647,113.09</u>	<u>85.55</u>
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	58,152.54	257,555.49	167,889.03	(257,555.49)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: JUNE 30TH, 2024

50 -PENSION TRUST
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
POLICE OFFICER DISABILIT	23,470	23,470	10.40	20,109.23	18,073.55	3,360.77	14.32
TOTAL REVENUES	23,470	23,470	10.40	20,109.23	18,073.55	3,360.77	14.32
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	23,470	23,470	1,572.83	14,155.47	14,155.47	9,314.53	39.69
TOTAL EXPENDITURES	23,470	23,470	1,572.83	14,155.47	14,155.47	9,314.53	39.69
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,562.43)	5,953.76	3,918.08	(5,953.76)	0.00

CITY OF McCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: JUNE 30TH, 2024

60 -AGENCY FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
PERPETUAL CARE	147,583	147,583	436.00	8,316.00	8,024.00	139,267.00	94.37
SENIOR CENTER CONTRIBUTIO	89,012	89,012	483.00	14,048.00	16,060.00	74,964.00	84.22
SCHOOL	8,050	8,050	0.00	6,805.00	6,327.50	1,245.00	15.47
FIRE CONTRIBUTIONS	10,417	10,417	50.00	160.00	14,194.76	10,257.00	98.46
LIBRARY MEMORIAL	63,082	63,082	6,587.50	6,787.50	12,950.00	56,294.50	89.24
COMMUNITY BETTERMENT	102,771	102,771	4,555.67	55,938.27	66,204.62	46,832.73	45.57
DARE CONTRIBUTIONS	3,388	3,388	20.00	220.00	2,226.50	3,168.00	93.51
PUBLIC WORKS CONTRIBUTION	7,370	7,370	926.50	3,514.70	1,246.05	3,855.30	52.31
AMBULANCE CONTRIBUTIONS	13,046	13,046	0.00	1,070.00	700.00	11,976.00	91.80
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	22,822	22,822	0.00	170.35	15,252.93	22,651.65	99.25
FIRE TRAINING TRAILER	11,348	11,348	0.00	100.00	100.00	11,248.00	99.12
TOTAL REVENUES	483,205	483,205	13,058.67	97,129.82	143,286.36	386,075.18	79.90
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	147,583	147,583	0.00	3,900.00	28,183.52	143,683.00	97.36
SENIOR CENTER CONTRIBUTIO	89,012	89,012	0.00	506.96	4,628.52	88,505.04	99.43
SCHOOL	8,050	8,050	250.00	6,805.00	6,327.50	1,245.00	15.47
FIRE CONTRIBUTIONS	10,417	10,417	0.00	473.52	15,272.37	9,943.48	95.45
LIBRARY MEMORIAL	63,082	63,082	900.32	11,494.20	3,241.73	51,587.80	81.78
COMMUNITY BETTERMENT	102,771	102,771	6,250.00	58,874.00	75,483.00	43,897.00	42.71
DARE CONTRIBUTIONS	3,388	3,388	0.00	1,322.97	1,342.33	2,065.03	60.95
PUBLIC WORKS CONTRIBUTION	7,370	7,370	2,986.00	2,986.00	870.00	4,384.00	59.48
AMBULANCE CONTRIBUTIONS	13,046	13,046	0.00	257.74	225.00	12,788.26	98.02
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	22,822	22,822	0.00	0.00 (1,106.09)	22,822.00	100.00
FIRE TRAINING TRAILER	11,348	11,348	0.00	0.00	251.75	11,348.00	100.00
TOTAL EXPENDITURES	483,205	483,205	10,386.32	86,620.39	134,719.63	396,584.61	82.07
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	2,672.35	10,509.43	8,566.73 (10,509.43)	0.00

CITY OF McCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: JUNE 30TH, 2024

65 -INTERNAL SERVICE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FLEX DEPENDENT CARE	5,851	5,851	(4,550.00)	0.00	1,152.00	5,851.00	100.00
FLEX - MEDICAL	66,687	66,687	2,815.02	24,864.57	27,104.68	41,822.43	62.71
SELF INSURED HEALTH INSUR	<u>3,100,211</u>	<u>3,100,211</u>	<u>283,472.37</u>	<u>2,410,714.51</u>	<u>1,946,990.86</u>	<u>689,496.49</u>	<u>22.24</u>
TOTAL REVENUES	<u>3,172,749</u>	<u>3,172,749</u>	<u>281,737.39</u>	<u>2,435,579.08</u>	<u>1,975,247.54</u>	<u>737,169.92</u>	<u>23.23</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	5,851	5,851	0.00	0.00	2,092.00	5,851.00	100.00
FLEX - MEDICAL	66,687	66,687	2,769.30	28,511.85	36,570.05	38,175.15	57.25
SELF INSURED HEALTH INSUR	<u>3,100,211</u>	<u>3,100,211</u>	<u>207,948.41</u>	<u>2,008,835.76</u>	<u>2,092,502.70</u>	<u>1,091,375.24</u>	<u>35.20</u>
TOTAL EXPENDITURES	<u>3,172,749</u>	<u>3,172,749</u>	<u>210,717.71</u>	<u>2,037,347.61</u>	<u>2,131,164.75</u>	<u>1,135,401.39</u>	<u>35.79</u>
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	71,019.68	398,231.47	(155,917.21)	(398,231.47)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: JUNE 30TH, 2024

70 -ENTERPRISE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	176,800	176,800	19,433.66	69,281.97	70,102.11	107,518.03	60.81
SOLID WASTE - COLLECTION	1,057,127	1,057,127	78,582.17	703,773.42	677,698.07	353,353.58	33.43
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,586,962	1,586,962	115,157.03	948,663.33	885,641.09	638,298.67	40.22
SOLID WASTE - DISPOSAL	932,954	932,954	8,755.00	91,301.00	80,865.00	841,653.00	90.21
WATER MAINTENANCE & OPERA	600,639	600,639	34,473.72	394,916.34	321,016.88	205,722.66	34.25
WATER BOND & INTEREST RED	4,968,513	4,968,513	219,346.69	1,819,482.56	1,845,361.46	3,149,030.44	63.38
WATER CAPITAL - REPLACEME	1,265,750	1,265,750	33,833.00	331,895.00	303,344.00	933,855.00	73.78
WATER CAPITAL - DEVELOPME	23,396,301	23,396,301	40,339.00	369,561.00	347,907.00	23,026,740.00	98.42
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	177,888	177,888	759.03	7,281.52	5,117.18	170,606.48	95.91
SEWER BOND & INTEREST RES	3,560,285	3,560,285	168,442.40	1,407,671.07	1,321,487.42	2,152,613.93	60.46
SEWER CAPITAL - REPLACEME	129,138	129,138	466.00	4,395.00	3,202.00	124,743.00	96.60
SEWER CAPITAL - DEVELOPME	16,107,069	16,107,069	41,354.00	371,740.00	366,984.00	15,735,329.00	97.69
COMBINED UTILITIES	1,430	1,430	7.00	78.00	48.00	1,352.00	94.55
ELECTRIC UTILITY	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
TOTAL REVENUES	55,791,702	55,791,702	848,577.88	7,449,993.92	7,193,367.51	48,341,708.08	86.65

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	1,240.95	7,527.68	6,953.08	7,022.32	48.26
SOLID WASTE - RECYCLING	216,328	216,328	10,405.14	93,949.02	89,490.02	122,378.98	56.57
SOLID WASTE - COLLECTION	1,057,127	1,057,127	96,193.90	706,868.26	647,100.72	350,258.74	33.13
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,532,884	1,532,884	106,397.82	932,102.01	850,435.53	600,781.99	39.19
SOLID WASTE - DISPOSAL	932,954	932,954	0.00	304,636.69	0.00	628,317.31	67.35
WATER MAINTENANCE & OPERA	600,639	600,639	33,223.72	396,166.34	322,266.88	204,472.66	34.04
WATER BOND & INTEREST RED	4,968,513	4,968,513	212,297.06	1,916,243.71	2,265,083.82	3,052,269.29	61.43
WATER CAPITAL - REPLACEME	1,265,750	1,265,750	0.00	433,314.20	440,239.85	832,435.80	65.77
WATER CAPITAL - DEVELOPME	23,396,301	23,396,301	1,109.06	397,503.27	214,535.24	22,998,797.73	98.30
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	177,888	177,888	0.00	0.00	0.00	177,888.00	100.00
SEWER BOND & INTEREST RES	3,560,285	3,560,285	42,812.52	1,620,282.70	977,780.63	1,940,002.30	54.49
SEWER CAPITAL - REPLACEME	129,138	129,138	0.00	0.00	0.00	129,138.00	100.00
SEWER CAPITAL - DEVELOPME	16,107,069	16,107,069	219,824.98	512,929.61	285,604.32	15,594,139.39	96.82
COMBINED UTILITIES	1,430	1,430	0.00	0.00	0.00	1,430.00	100.00
ELECTRIC UTILITY	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
TOTAL EXPENDITURES	55,791,702	55,791,702	811,134.33	8,251,477.20	7,064,083.39	47,540,224.80	85.21

REVENUES OVER/(UNDER) EXPENDITURES 0 0 37,443.55 (801,483.28) 129,284.12 801,483.28 0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: JUNE 30TH, 2024

80 -CAPITAL IMPROVEMENTS FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
2022 RECREATION BOND	1,292,868	1,292,868	92,350.28	837,317.01	614,077.51	455,550.99	35.24
CAPITAL IMPROVE 2018	1,319,378	1,319,378	56,816.33	509,139.97	492,165.97	810,238.03	61.41
CAPITAL IMPROVE PRE 2018	<u>425.827</u>	<u>425.827</u>	<u>1,545.00</u>	<u>14,797.00</u>	<u>11,289.00</u>	<u>411,030.00</u>	<u>96.53</u>
TOTAL REVENUES	<u>3,038,073</u>	<u>3,038,073</u>	<u>150,711.61</u>	<u>1,361,253.98</u>	<u>1,117,532.48</u>	<u>1,676,819.02</u>	<u>55.19</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
2022 RECREATION BOND	1,292,868	1,292,868	0.00	165,666.66	22,820.00	1,127,201.34	87.19
CAPITAL IMPROVE 2018	1,319,378	1,319,378	0.00	174,372.11	214,816.41	1,145,005.89	86.78
CAPITAL IMPROVE PRE 2018	<u>425.827</u>	<u>425.827</u>	<u>939.69</u>	<u>15,877.19</u>	<u>16,906.42</u>	<u>409,949.81</u>	<u>96.27</u>
TOTAL EXPENDITURES	<u>3,038,073</u>	<u>3,038,073</u>	<u>939.69</u>	<u>355,915.96</u>	<u>254,542.83</u>	<u>2,682,157.04</u>	<u>88.28</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	149,771.92	1,005,338.02	862,989.65	(1,005,338.02)	0.00

**CITY MANAGER'S REPORT
JULY 15, 2024 CITY COUNCIL MEETING**

ITEM: 2.C.

Receive and file the claims for the month of June 2024, published July 9, 2024.

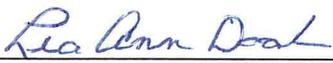
BACKGROUND:

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

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

July 11, 2024

CITY OF MCCOOK

CLAIMS FOR JUNE 2024

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

20/20 TECHS-SC 5017.12; 7 D LOCKSHOP-S 251.99; ACE-S 1748.32; ACME PRINTING-S 327.60; AKRS-S 1293.12; AMERICAN AG LAB-SC 1886.72; AMERICAN ELECTRIC-S 99.80; AMERICAN LEGAL PUBLISHING-SC 1551.36; AMERICAN NATIONAL BANK-SC 46362.46; AMERITAS-CLAIMS-SC 3030.32; ANYTIME TRI STATE TOWING SC 160.00; AT&T-SC 445.76; ATLAS COPCO-S 49.90; AURORA COOP-S 12595.72; BARCO MUNICIPAL PRODUCTS-S 266.23; BETTER HOMES & GARDENS-S 38.60; BLACK HILLS ENERGY-SC 2190.73; BLUE TO GOLD-SC 395.300; BOMGAARS-S 260.01; J BORTNER-SC 1625.00; BRIGADE ENERGY-CO 36663.60; BROWN & BROWN-SC 10000.00; BW TELECOM-SC 144.14; C&K-S 582.14; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 2818.12; CARROTHERS CONST-CO 650683.50; CASH WA-S 8407.81; CASPER/NATRONA COUNTY INT'L-SC 4400.00; CDW-G-SC 1026.95; CENTRAL PLAINS LIBRARY-S 197.23; CENTURY LINK-SC 8993.46; C. CHRISTNER-S 50.00; CITY OF MCCOOK-PS 473835.93; CITY SELF INS-BT 176559.66; SALES TAX-BT 44508.33; TRANSFER STATION-S 3712.59; UTILITIES-SC 9460.67; CLIA LAB-SC 248.00; CLINE WILLIAMS, WRIGHT JOHNSON-S 1216.00; J COCK-SC 413.52; COUNTRY LOAD TRAILER SALES-CO 16295.00; J. CROCKER-SC 179.01; CTAP-CO 4500.00; CULLIGAN-S 106.00; D&S HARDWARE-S 2321.44, SC 280.63; DAS ACCT-SC 1069.50, S 66.00; DEMCO-S 114.78; DEVENY MOTORS-S 59.40, SC 80828.00; DIAMOND VOGEL-S 21.06; L DIMAS-SC 346.52; L. DOAK -SC 413.52; EAKES-S 2018.39, SC 1502.64; ELECTRIC PUMP-S 385.75, SC 20.08; FICA-PS 24626.23; FOUR WINDS ANIMAL CLINIC-SC 49.00; FRASER STRYKER-SC 393.00; FRENCHMAN VALLEY COOP-S 1250.23; FRONTIER COMMUNICATIONS-SC 34.19; GARRISONS-S 166.00; GOOGLE SVCS-SC 534.00; GRAHAM TIRE-S 3515.72; GREAT PLAINS COMM-SC 2931.90; HAWKINS-S 2938.50; HEALTH CARE LOGISTICS-S 440.00; HENNING BROS-SC 59.00; HIGH PLAINS RADIO-SC 62.00; HOMETOWN LEASING-SC 757.83; HORIZON BANK-SC 26276.35; IDEAL LINEN-S 86.94; INDELCO PLASTICS-S 191.05; INLAND TRUCK-S 404.46; INTERNATIONAL ASC OF FIRE FIGHTERS-SC 295.00; J BAR J LANDFILL-SC 58215.85; K&C GRAIN-S 15151.84; KLUTE TRUCK EQ-CO 8245.00; KLX ENERGY-CO 23199.93; E KNEDLIK-S 50.00; T KOETTER-SC 428.52; KOHL'S-S 52.82; LAMP RYNEARSON-CO 9780.00; LEAGUE OF NE MUNI-SC

2110.00; LIFE-ASSIST-S 470.70; MACQUEEN EQ-S 231.43; MEDC-SC 29244.21; MC GAZETTE-SC 1899.84; MC HUMANE SOCIETY-S 4606.70; MPPD-SC 774.77; MPS-SC 250.00; MCNET SC 69.95; MCKESSON MEDICAL-S 252.92; MEAD LUMBER-S 67.16; MEDICARE-PS 6655.96; MICROMARKETING-S 2613.44; MIDAMERICA BOOKS-S 144.87; MIDWEST CONNECT-S 324.90, SC 2057.94; MIDWEST LABS-SC 183.75; MIGHTY DUCTS-S 475.00; MILCO-SC 1240.95; MILLER & ASSOC.-CO 39319.50, SC 90.00; MNB INS-SC 45.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION & SCHIFFLET-SC 10804.69; MUNICIPAL SUPPLY-S 15815.54; MUTUAL OF OMAHA-SC 441.27; N-STANT-SC 2470.41; NATP-SC75.00; NE DEPT OF REV SALES TAX-SC 11546.79; NE PUBLIC HEATH ENVIRONMENTAL-SC 54.00; NE SAFETY & FIRE-S 275.00; NEBRASKALAND TIRE-S 27.99; NEW FRONTIER AG-SC 239.87; NEXT GENERATION-SC 124712.14; NICK'S DIST-S 183.52; NMC-S 156.68; NPPD-SC 31695.44, CO 939.69; NSVFA-SC 625.00; O'REILLY-S 41.97; ODEYS-S 261.43; ONE BILLING SOLUTIONS-SC 3280.16; ONE CALL-SC 196.54; PAPER TIGER SHREDDING-S 100.00; PARDE ELEC-S 479.51; PAULSEN-S 1423.49; PETROTEKENG-SC 3970.00, CO 53707.20; PFM-SC 10000.00; PLATTE VALLEY COMM-S 3695.56 SC 805.20; POLYDYNE-S 828.00; PRAIRIE STATES COMM-S 145.00, CO 5454.00; PRAISE WINDOWS-S 880.00; QUALITY URGENT CARE-SC 735.00; QUILL CORP-S 27.28; RJ THOMAS-S 2986.00; RUGGLES TRAILER-S 897.00; SCHINDLER ELEVATOR-S 608.51; N SCHNEIDER-SC 108.00; SENSEL WELDING & REPAIR-S 233.58; SHURCO-S 775.53; SOUTHWEST FARM & AUTO-S 406.41; SOUTHWESTERN EQ-S 5880.70; STRYKER MEDICAL-S 158.10; TITAN MACHINERY-S 786.56; TK ELEVATOR-S 392.04; TOTAL TURF-S 90.95; TRAVELERS-SC 145646.00 TREE REBATE-S 1564.99; UMR-SC 197246.12; USPS-SC 352.00; UTILITY REFUNDS-499.02; VAN DIEST-S 2511.85; VERIZON-SC 2494.90; VOLZ-S 468.13; WALMART-S 1961.58; WEX BANK-S 17317.19; WITMER PUBLIC SAFETY-S 384.71; WPCI-SC 128.00; ZOLL MEDICAL-S 231.60.

-s-Lea Ann Doak, City Clerk

PUBLISH: JULY 9, 2024

CITY MANAGER'S REPORT
JULY 15, 2024 CITY COUNCIL MEETING

ITEM: **2.D.**

RECOMMENDATION:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C. FOR THE PRELIMINARY AND FINAL DESIGN, AND CONSTRUCTION PHASE SERVICES FOR THE WATER RESOURCES RECOVERY FACILITY (WRRF) UPGRADES [ALTERNATIVE NO. 3 – SEQUENCING BATCH REACTOR (SBR) WITH NO CLARIFIERS], INCLUDING REPLACEMENT OF THE ROTATING BIOLOGICAL CONTACTOR PROCESS WITH AN ACTIVATED SLUDGE PROCESS EMPLOYING AN SBR PROCESS CONFIGURATION, A NEW SCREEN AND GRIT REMOVAL SYSTEM, A PERMANENT LOCATION FOR THE DEWATERING FAN PRESS, AND COLLECTION SYSTEM IMPROVEMENTS.

BACKGROUND:

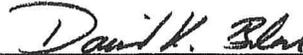
The City is currently planning for WRRF improvements, which will provide reliable treatment for the 20-year planning period. The existing WRRF is still generally operating in compliance with its discharge permit, however, the age and obsolescence of equipment are making the job of operations decidedly more challenging. In addition, the City has been notified by the Nebraska Department of Environment and Energy (NDEE) that new, more stringent limits on ammonia may be included in the next permit renewal. Environmental standards will continue to become more stringent, and it is anticipated that the WRRF will see new limitations on the discharge of total nitrogen and total phosphorus in the near future.

A completed Facility Plan was prepared to address the current and future needs of the McCook WRRF. The proposed improvements will provide cost-effective, reliable and operator-friendly treatment of the wastewater that is projected to be generated by the City over the next 20 years. The Facility Plan was submitted to the Water/Wastewater Advisory Committee (WWAC) with the selected funding package being a combined USDA-RD & Northland Securities loans including a 40-year loan from USDA-RD and a 20-year Northland Securities bond/loan. The USDA Letter of Conditions (LOC) outlines the funding and cost associated with the project. The combined effective interest rate is 3.025% and the project monthly average user rate is \$49.64. The total cost of the project is estimated to be \$14,497,000. The engineering agreement is attached and outlines the lump sum design fee for the WRRF and collection system improvements. An hourly Not to Exceed (NTE) fee agreement for 24 months of construction services and onsite observation is included in the contract.

FISCAL IMPACT:

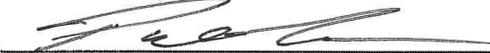
2024-2025 Annual Budget, and Funding Provided by USDA-RD Loan Funds and Northland Securities Bond/Loan Funding, Wastewater Revenues

APPROVALS:



David K. Blau, Project Engineer

Date: 7/3/2024



Pat Fawver, Utility Director

Date: 7/3/2024



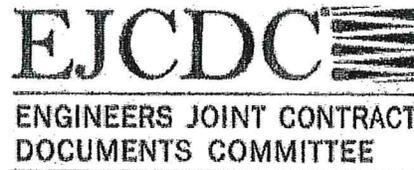
Nate Schneider, City Manager

Date: 7/11/24

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ 2024 _____ ("Effective Date") between
City of McCook, 505 West C Street, PO Box 1059, McCook, NE 69001 ("Owner") and
Miller & Associates, Consulting Engineers, P.C., 1111 Central Avenue, Kearney, NE 68847 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Wastewater Treatment Facility Upgrades [Alternative No. 3 – Sequencing Batch Reactor (SBR) with No Clarifiers], including replacement of the rotating biological contactor process with an activated sludge process employing an SBR process configuration, a new screen and grit removal system, a permanent location for the dewatering fan press, and collection system improvements ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Preliminary and Final Design, and Construction Phase Services**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. Opinions of Probable Cost and any revision thereof should reflect compliance with Domestic Preference requirements.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

Opinions of Total Project Costs and any revisions thereof should reflect compliance with Domestic Preference requirements.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly

required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary

insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be

reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract

Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
39. *Build America, Buy America Act (BABAA)* – Requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.
40. *Contractor's Certification* – Documentation submitted by the Contractor upon Substantial Completion of the Contract that all iron and steel, manufactured products, and construction materials are installed were produced in the United States.
41. *Construction Materials* – Those articles, materials, or supplies – other than an item of primarily iron or steel; manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consists primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall.

42. *Domestic Preference* – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 §§ 70901 – 70953.

43. *Manufactured Product* – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.

44. *Manufacturer's Certification* – Documentation provided by the Manufacturer *stating that Domestic preference requirements have been satisfied for all provided items.*

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. – “NOT USED”
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. – “NOT USED”
- I. Exhibit I, Limitations of Liability. – “NOT USED”
- J. Exhibit J, Special Provisions. – “NOT USED”
- K. Exhibit K, Amendment to Owner-Engineer Agreement. – “NOT USED”

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

anceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for

this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF McCOOK

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

By: _____

By: Chris A Miller

Print name: Nate Schneider

Print name: Chris A. Miller

Title: City Manager

Title: Professional Engineer / Project Manager

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

E-8775

State of: Nebraska

Address for Owner's receipt of notices:

505 West C Street

PO Box 1059

McCook, NE 69001

Address for Engineer's receipt of notices:

1111 Central Avenue

P.O. Box 306

Kearney, NE 68847

Designated Representative (Paragraph 8.03.A):

LeaAnn Doak

Title: City Clerk

Phone Number: 308-345-2022

E-Mail Address: ldoak@cityofmccook.com

Designated Representative (Paragraph 8.03.A):

Chris A. Miller

Title: Project Manager

Phone Number: 308-234-6456

E-Mail Address: cmiller@miller-engineers.com

This is **EXHIBIT A**, consisting of [REDACTED] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - Completed

A1.02 Preliminary Design Phase

- A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

Exhibit A – Engineer's Services

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: ~~Provide and review a set of preliminary design documents on the WRRF Improvements~~ and provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other agency approved format. The Environmental Report must be concurred with by the Agency. Prepare geotechnical proposals for required improvements.
 10. Furnish ~~2~~ review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within ~~200~~ days of authorization to proceed with this phase, and review them with Owner. Within ~~30~~ days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. ~~Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments.~~
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents); based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards. ***Engineer anticipates the need for a Storm Water Pollution Prevention Plan, as the project area to be disturbed is considered to be more than 1 acre.***

10. Furnish for review by Owner, its legal counsel and Agency, and other advisors, 3] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [300] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [3] final copies of such documents to Owner within [30] days after receipt of Owner's comments and instructions.
 12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.
 13. Services required to determine and certify that to the best of the Engineer's knowledge and belief all Iron and Steel Products, Manufactured Products, and Construction material referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions comply with all federal requirements including Domestic Preference requirements.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables and all final design phase deliverables have been accepted by Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [2]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 - a. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products, Manufactured Products, and Construction Materials referenced in Bid Addenda requiring design revisions are compliant with Domestic Preference requirements or are the subject of an approved waiver.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

Exhibit A – Engineer's Services

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9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
 10. Provide copies of Manufacturers' Certifications or copies of waivers, if applicable, to the Bidders on any products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.
 11. Provide copies of Manufacturers' Certifications, and any waivers, to the Contractor on any products specified as sole-source in the Plans, Specifications and Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications and waivers are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a

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functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with Domestic Preference requirements. Any iron and steel products, Manufactured Products, and Construction Materials included in any submittal by the General Contractor, must include a Manufacturers' Certification letter, or waiver, to verify Domestic Preference requirements. Copies of said documentation must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers' Certification, or waiver, to the Contractor for said item, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications, or waiver, provided by the Contractor to verify the product(s) meet Domestic Preference requirements. Manufacturers' Certifications and waivers must be kept in the Engineer's project file and on-site during construction.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. As part of the approval process for payment applications, Engineer confirms that Manufacturers' Certifications, or waivers, meeting Domestic Preference requirements have been received for all items requested for payment. By recommending for payment, Engineer certifies that they have reviewed the documentation for items included in the payment application and determined it is adequate for compliance with domestic preference requirements. Engineer must keep Manufacturers' Certifications and waivers in the project file and on-site during construction.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. Review Change Proposals to ensure compliance Domestic Preference Requirements.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of

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recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 - a. Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications and waivers from the Contractor for all products used in the project.

Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and Agency.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: Assembling Contractor provided Operation and Maintenance Manuals of equipment provided such as screen operations, grit equipment, SBR operations, SCADA manuals and other provided equipment as well as copies of the shop drawing submittals.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements, not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the Study and Report Phase.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

Exhibit A – Engineer's Services

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- e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 17. [Deleted].
 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals, beyond what is provided by the Contractor as part of his submittal requirements.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation

Exhibit A – Engineer's Services

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and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [REDACTED] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **None**

Exhibit B – Owner's Responsibilities

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B2.02 Owners are ultimately responsible for compliance with Domestic Preference requirements and will be responsible for the following:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include Domestic Preference language, accepting Domestic Preference requirements in those documents and in the letter of conditions.
- B. Sign agreements for engineering services, construction contracts, and all other appropriate and necessary documents which include domestic preference language.
- C. Acknowledge responsibility for compliance with Domestic Preference requirements by signing change orders (EJCDC C-941), work change directives (EJCDC C-940), field orders (EJCDC C-942) and partial payment applications (EJCDC C-620).
- D. Obtain the certification letters and waivers from the Contractor and Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
- E. If the project is seeking a waiver of Domestic Preference requirements, provide any requested information to assist the Agency in processing the waiver request.
- F. Where the Owner directly procures products,
 - 1. Include Domestic Preference clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications and any waivers; and
 - 3. Provide copies to the Engineer, Contractor.

This is **EXHIBIT C**, consisting of [REDACTED] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$844,700** based on the following estimated distribution of compensation [plus Additional Services for SWPPP, Construction Staking NTE fees, identified below, equates to a total of **\$864,700**):

a. Study and Report Phase	Complete
b. Preliminary Design Phase	\$536,900
c. Final Design Phase	\$258,800
1) SWPPP, A1.03.9	\$5,000 both contracts
d. Bidding and Negotiating Phase	\$15,000
e. Construction Phase	\$24,000
1) Construction Staking, A.2.01.A.25	\$15,000 (hourly NTE)
f. Post-Construction Phase	\$10,000

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **18** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted with concurrence of the Owner and Agency.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$452,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 200-day construction schedule for WRRF and Collection System.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of 1/1/2027) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of ~~1.0~~.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of 1/1/2027) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.01**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [REDACTED] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ 10/page
11"x17" Copies/Impressions	\$ 25/page
Copies of Drawings	\$ 1/sq. ft.
Mileage (auto)	\$ IRS Rate
Laboratory Testing	at cost
Meals and Lodging	at cost
Subconsultant Services	at cost + 1%

This is **Appendix 2 to EXHIBIT C**, consisting of **11** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **12/15/14**.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Senior Civil Engineer	\$ 130.00
Project Civil Engineer	\$ 120.00
Architectural Manager	\$ 100.00
Licensed Land Surveyor	\$ 95.00
Funding Specialist	\$ 70.00
Senior Design Technician	\$ 85.00
Survey Crew	\$ 95.00
Senior Technician	\$ 80.00
Resident Project Representative	\$ 70.00
CADD Draftsperson	\$ 70.00
Clerical / Administrator	\$ 50.00

This is **EXHIBIT D**, consisting of [REDACTED] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports; approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. Maintain all Manufacturers' Certifications and waivers in the project file and on-site during construction to ensure compliance with Domestic Preference requirements, as applicable.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. [Deleted]
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a

Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is EXHIBIT E, consisting of [REDACTED] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of [REDACTED] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are shown on the attached Certificates of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2023

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

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

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: sharon miller PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No): E-MAIL ADDRESS: sharon.miller@fnicgroup.com
	INSURER(S) AFFORDING COVERAGE
INSURED Miller & Associates Consulting Engineers, P.C. 1111 Central Ave. Kearney NE 68847	INSURER A : XL Specialty Insurance Co
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

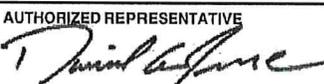
COVERAGES **CERTIFICATE NUMBER:** 1540792247 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	A/E Profess Liab. Includes Pollution Claims Made Basis			DPR5016570	7/28/2023	7/28/2024	\$1,000,000 \$2,000,000 Ea.Claim Aggregate

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

CERTIFICATE HOLDER **CANCELLATION**

For Proposal Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

This is EXHIBIT J, consisting of [REDACTED] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].

Special Provisions

Paragraph(s) [REDACTED] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is EXHIBIT K, consisting of [redacted] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [redacted].

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

**CITY MANAGER'S REPORT
JULY 15, 2024 CITY COUNCIL MEETING**

ITEM: 2.E.

RECOMMENDATION:

APPROVE THE BID SPECIFICATIONS FOR ONE (1) NEW REFUSE TRANSPORT TRAILER FOR THE CITY OF MCCOOK TRANSFER STATION AND SET THE DATE TO RECEIVE BIDS AS JULY 30, 2024 AT 2:30 P.M.

BACKGROUND:

This trailer will be used in the transportation of trash from the City of McCook's Transfer Station. The bid specification has been written to maximize the size of the trailer in order to haul as much trash per trailer as legally possible. Staff has included in the bid specification automatic tire inflation systems in order to keep the proper inflation rate in the tires as well as a time saver for staff.

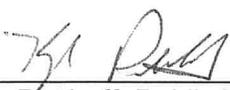
FISCAL

IMPACT: Funding is included in the FY 2023/2024 budget

RECOMMENDATION:

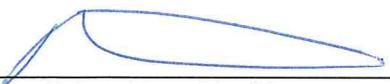
APPROVE THE BID SPECIFICATIONS FOR TWO (2) NEW REFUSE TRANSPORT TRAILERS FOR THE CITY OF MCCOOK TRANSFER STATION AND SET THE DATE TO RECEIVE BIDS AS SEPTEMBER 25, 2013 AT 2:30 P.M.

APPROVALS:



Kyle Potthoff, Public Works Director

July 9, 2024



Nate Schneider, City Manager

July 9, 2024

CITY OF MCCOOK

BID SPECIFICATIONS

ONE (1) NEW
REFUSE TRANSPORT TRAILER

JULY 15, 2024

NOTICE TO BIDDERS

ONE (1) NEW REFUSE TRANSPORT TRAILER

The City of McCook is accepting sealed bids for One(1) New Refuse Transport Trailer. Bids will be accepted by the City Clerk at the McCook City Offices until 2:30 P.M. on Tuesday, July 30, 2024 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Facility. Specifications and instructions to bidders are on file in the office of the City Clerk.

The City Council reserves the right to reject any or all bids and to waive any irregularities.

-s- Lea Ann Doak
City Clerk
P.O. Box 1059
505 West C Street
McCook, NE 69001

Publish: July 19 and 26, 2024.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to the City as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.

2. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon the City's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

3. Interpretations and Addenda.

- 3.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Director of Public Works at (308) 345-2022 ext. 231 or e-mail at potthoff@cityofmccook.com. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

4. Bid Form.

- 4.1. The Bid Form is included with the Bidding Documents.
- 4.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 4.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 4.4. The address and telephone number of communications regarding the Bid must be shown.

- 4.5 The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid form.

5. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "ONE (1) NEW REFUSE TRANSPORT TRAILER", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

6. Modification and Withdrawal of Bids.

Bids may be modified or withdrawn by an appropriate document fully executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted any time prior to the opening of Bids.

7. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly in the City Council Chambers, McCook Municipal Facility. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

8. Award of Contract.

- 8.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 8.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 8.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 8.4. If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

9. General.

- 9.1. One (1) New Refuse Transport Trailer shall be F.O.B., McCook, Nebraska and shall not include any federal excise or state sales tax.
- 9.2. A tax exemption certificate will be furnished by the City of McCook.
- 9.3. Delivery date - within 180-days from award of bid.

GENERAL SPECIFICATIONS

ONE (1) NEW REFUSE TRANSPORT TRAILER

GENERAL:

It is the intent of these specifications to describe Refuse Transport Trailer in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide complete Trailer, shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided to the trade in general. The Trailer shall be a new, standard production model of the latest design in current production.

Any trailer not conforming to these specifications will be rejected, and it will be the responsibility of the bidder to conform with the requirements unless deviations have been cited by the bidder and acceptance made on that basis.

The bidder shall supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with each unit.

The bidder shall furnish (in writing) his guarantees and the length of the guarantees on all parts and labor for the machine.

The bidder must submit with their bid the latest printed specifications on the units they propose to furnish.

INTENT:

It is the intent of the City not to be restrictive to any one manufacturer. However, the trailer desired must meet the enclosed standards and any Trailer furnished which do not comply with the specifications will be rejected and returned to the bidder at his expense. All items appearing in the bidder's regular specifications which are in addition to these standards are assumed to be included in the bidder's proposal.

The trailer furnished under this proposal shall be the manufacturer's latest model and design. Any additions, deletions or variations from the following specifications must be noted. These specifications shall be construed as minimum. **Should the manufacturer's latest specifications exceed these, they shall be considered minimum and shall be furnished.** It is also required that the bidder furnish descriptive literature and any additional specifications or information necessary to qualify the equipment he proposes to furnish.

Unless otherwise noted, all items specified must be factory-installed, inspected, tested and/or calibrated, as required, except that manufacturer's policies pertaining to dealer installation of minor accessories will be honored.

Other than where specifically noted, it is intended that the manufacturer will build the Trailer to these specifications and that the selling or servicing dealer will be required only to perform the pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

The trailer shall be equipped with all legally required and manufacturer's recommended lights.

The trailer shall comply with all current provisions of the National Traffic and Motor Vehicle Safety Act.

**SPECIFICATIONS FOR ONE (1) NEW
REFUSE TRANSPORT TRAILER**

The trailer shall be the latest current model under standard production at the time order is written. Trailer delivered shall comply with all current State and Federal safety regulations. ALL INFORMATION NECESSARY TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS, NOT INDICATED IN THE ADVERTISING BROCHURE, SHALL BE SUPPLIED IN WRITING AND SHALL ACCOMPANY THE BID. The trailer, complete and ready for satisfactory operation, shall meet or exceed the following minimum requirements:

Meets Specification - Please Indicate.

All items listed below are required. If there is an exception, a detailed explanation must be provided on the sheet labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid form.

YES EXCEPTION

- | | | |
|-------|-------|--|
| _____ | _____ | 1. TYPE - Wedge design tri axle, aluminum refuse live floor semi-trailer. |
| _____ | _____ | 2. DESIGN - High cube design, flat floor, end dump, live floor, tapered 4" at the rear. |
| _____ | _____ | 3. CONSTRUCTION - Skin stressed .125 aluminum with aluminum heavy duty exterior posts(14.5" centers). |
| _____ | _____ | 4. TOP RAIL - Enclosed self shedding top rail. |
| _____ | _____ | 5. CAPACITY - Maximum capacity as possible. Please state approximate proposed capacity: _____. |
| _____ | _____ | 6. DIMENSIONS - 53' Long, 8' 6" wide and 13' 6" high, 36" king pin location, 36" rear axle from rear of trailer, under ride to be installed on trailer per NHTSA. |
| _____ | _____ | 7. TIRES - Twelve (12) 11R22.5 trash trailer tires. |
| _____ | _____ | 8. WHEELS - Twelve (12) 22.5 x 8.25 - 10 hole, 11 1/4" B.C. hi-tensile steel, Uni-mount. |
| _____ | _____ | 9. AXLES - 25,000# cap. 77 1/2" track, 10 stud, 11 1/4" B.C. hubs, TP spindles, outboard drums, oil seals, quick change brake shoes, auto slacks with Automatic Tire Inflation System(Specify make and model). Rear air lift axle. |
| _____ | _____ | 10. BRAKES - 16 1/2" x 7" air, CM18 lining, type 3030 air chambers, DOT relay emergency system. |
| _____ | _____ | 11. A.B.S. - 2 sensor - 1 module. Placed on the Center axle. |
| _____ | _____ | 12. SUSPENSION - Six (6) Spring Suspension with three (3) leaf spring packs. Three (3) axles on 57.5" centers.(Midpoint of front axle to midpoint of rear axle shall be 115".) |

- _____ 13. LANDING GEAR - Two speed crank on driver's side (Holland Mark V HD).
- _____ 14. KING PIN - Standard SAE, heat treated, 36" setting, 49" height, ½" plate, 3 I-beam.
- _____ 15. CROSS SILLS DECKING - 4" x 3.2 Jr. I-beams on 12" center with aluminum sub-deck.
- _____ 16. FLOOR - Hallco i-6000 3/16" "Triple Ridge" two way refuse live floor. (See attachment A for specifications)
- _____ 17. TOP - Flat design, open top, three(3) center ties (front, center and rear). Front and rear placed as close to ends as possible.
- _____ 18. TOP COVER - Shur-Co roll over tarp, heavy duty black mesh material as tight woven as possible, front & rear crank, tarp caps, ratchets and straps.
- _____ 19. REAR DOOR - Full opening, side hinged, single door, skinned with .125 aluminum, header turned sideways, hinged on curb side.
-
- _____ 20. LADDERS - Catwalk with ladder located at front and one ladder located on rear door, toward driver's side.
- _____ 21. MUD FLAPS - Legal, rubber within 6" of ground.
- _____ 22. WIRING - Unitized wiring system, 12 volt.
- _____ 23. LIGHTS - Four (4) legal DOT combination stop, tail and directional lights located in tailgate. Legal DOT clearance lights, all lights to be LED.
- _____ 24. REFLECTORS - Legal DOT.
- _____ 25. PAINT - Aluminum natural, steel components primed and painted aluminum, or quality undercoating.
- _____ 26. TOW HOOKS - Tow hooks shall be installed at the rear of trailer, securely to frame rails.
- _____ 27. WEIGHT - Proposed trailer weight: _____
- _____ 28. DELIVERY - Completed Refuse Transfer Trailer shall be delivered to the City of McCook.
- _____ 29. INSURANCE -The City of McCook assumes ownership at time of actual delivery.
- _____ 29. RIGHTS - The City of McCook reserves the right to waive technicalities and to reject any or all bids.

City of McCook General Questionnaire

Please provide a list of customers

- 1 Including contact name, phone, and city/state
- 2 City of McCook will call a random few to discuss service, parts, and equipment.

What is the total dollar volume of parts for the specific trailer stocked at dealer?
(Subject to inspection prior to award of bid by City of McCook)

Please provide a financial statement on manufacturer of equipment being proposed.

Is the manufacturer ISO9000 certified?

How long has the manufacture been in business under current ownership?

How many years has bidder been in the refuse transport trailer business with the bid manufacturer?

Please provide the following photos with your bid:

- 1 Photo of service facility
- 2 Photo of parts department
- 3 Photo of service vehicles

What are your dealerships hours of service and parts?

How many factory trained service personnel do you have certified on equipment being bid?

Please provide a list of all contact names and numbers from your dealership.

**CITY MANAGER'S REPORT
JULY 15, 2024 CITY COUNCIL MEETING**

ITEM: 2.F.

APPROVE THE CLOSURE OF CITY STREETS – Approve the application of the McCook Rotary Club for the temporary closure of City streets for the celebration of National Night Out around Norris Park including the northbound lane of the 700 block Norris Ave., the 700 block of East 1st St., the 100 block of East H St. and the 100 block of East G St. from 6:00 pm till 8:00 pm on August 6, 2024.

BACKGROUND:

The organizers of the August 6, 2024, National Night Out celebration are requesting that the City streets surrounding Norris Park are allowed to be closed from 6:00 pm till 8:00 pm.

National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. It provides a great opportunity to bring police and neighbors together under positive circumstances.

National Night Out takes place across the United States, U.S territories and military bases worldwide on the first Tuesday in August.

The organizers are requesting that the northbound lane of Norris Ave. be closed from G St. to H St. from 6:00 pm to 8:00 pm on August 6, 2024, that H St. be closed from Norris Ave to East 1st St. from 6:00 pm to 8:00 pm on August 6, 2024, that East 1st St. be closed from G St. to H St. from 6:00 pm to 8:00 pm on August 6, 2024, and the G St. be closed from East 1st St. to Norris Ave. from 6:00 pm to 8:00 pm on August 6, 2024.

A certificate of insurance is on file with city staff.

**FISCAL
IMPACT:** None.

APPROVALS:



Nathan A. Schneider, City Manager

July 9, 2024



Kyle Potthoff, Public Works Director

July 9, 2024



Kevin A. Hodgson, Police Chief

July 9, 2024



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

Telephone: (308)345-2022
E-mail: admin@cityofmccook.com
Website: www.cityofmccook.com

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

Name: KEVIN HODGSON

Address: 505 W. C ST. MCCOOK NE 69001

Telephone Number: (308) 345-3450

Email Address: khodgson@cityofmccook.com

Date of Request: 7-9-24

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

Close streets around Norris Park for
National Night Out celebration - bicycle
parade for kids

For Administrative Purposes:

Date Request Received: _____ Received by: _____

Action Taken: _____

Follow-Up Needed: _____

Signed: _____ Date: _____



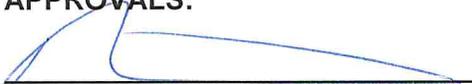
**CITY MANAGER'S REPORT
JULY 15, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. **2.G.** Approve the McCook Recreational Improvement Project.

BACKGROUND:

The City of McCook is applying for a Nebraska Rural Community Recovery Program grant. This funding opportunity is a one-time, ARPA-funded \$10 million program that will provide funding to disproportionately impacted rural communities across Nebraska. The City's application specifically targets funding for the installation of public recreational facilities. Pursuant to the Program, it is important for the City to articulate a project mission. Accordingly, staff requests that the City Council institute the McCook Recreational Improvement Project. The Project document will be provided at the McCook City Council meeting.

APPROVALS:



Nathan A. Schneider, City Manager

July 11, 2024



Lea Ann Doak, City Clerk

July 11, 2024

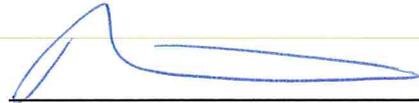
**CITY MANAGER'S REPORT
JULY 15, 2024 MCCOOK CITY COUNCIL MEETING**

2.H.
ITEM NO. Authorize city staff to negotiate a real estate lease with Frenchman Valley for an aerial application facility to be located at the McCook Ben Nelson Regional Airport.

BACKGROUND:

The City of McCook has been approached by Frenchman Valley with regard to the possibility of the City leasing land located at the McCook Ben Nelson Regional Airport for the purpose of operating an aerial application facility. The matter was heard by the McCook Airport Advisory Commission at three separate meetings. At the McCook Airport Advisory Commission meeting held on July 9, 2024, a conditional recommendation was made by the Commission to recommend approval of the request contingent upon the successful negotiation of an agreement between the City and Frenchman Valley. Staff will undertake negotiations with Frenchman Valley with the assistance of the McCook City Attorney.

APPROVALS:



Nathan A. Schneider, City Manager

July 11, 2024



Lea Ann Doak, City Clerk

July 11, 2024

CITY MANAGER'S REPORT
July 15, 2024 MCCOOK CITY COUNCIL MEETING

3.A.
ITEM NO. ___ Presentation from Erica Bush with WCNDD (West Central Nebraska Development District) in regards to properties in their designated area that should be declared a nuisance, properties that should rescinded from previous declaration of nuisance, and properties that need abatement.

3.B.
ITEM NO. ___ Approve Resolution No. 2024 - 15 approving the designation of nuisance property as deemed by WCNDD and as declared in the Resolution.

3.C.
ITEM NO. ___ Approve the request of WCNDD that properties located at 1012 Missouri Ave., McCook, NE and 1413 West 14th, McCook, NE be abated.

3.D.
ITEM NO. ___ Approve Resolution No. 2024 - 16 approving rescinding a portion of previously declared nuisance properties as deemed by WCNDD and as declared in the Resolution.

BACKGROUND:

WCNDD initially evaluated properties in their designated area on April 30, 2024. Letters were then sent out by WCNDD to property owners that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. On June 6, 2024, WCNDD did a follow-up evaluation and a 2nd follow-up was conducted on July 8, 2024. Erica Bush, with WCNDD, will give a PowerPoint presentation showing properties in their designated area that should be declared a nuisance, properties that need to be abated, and evidence that a portion of the nuisance violations declared in Resolution No. 2024-13 have been abated and cleared of nuisances and should be rescinded from the resolution.

WCNDD is requesting the City Council to approve Resolution 2024-15 which approves their designation of the following property as a nuisance:

2024 MCC 077 - 1007 Missouri Ave., McCook, NE

WCNDD is requesting the City Council to approve their Motion to Abate the following properties:

2024 MCC 052 - 1012 Missouri Ave., McCook, NE

2024 MCC 088 - 1413 West 14th, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-16 which rescinds portions of Resolution No. 2024-13 on the following properties:

Property No. 7. - 2024 MCC 035 - PID001054400, McCook, NE

Property No. 8. - 2024 MCC 035 - PID001054300, McCook, NE, and

Property No. 9. - 2024 MCC 035 - PID001054200, McCook, NE

Property No. 13 - 2024 MCC 069 - 1106 West 10th St., McCook, NE

Property No. 14 - 2024 MCC 070 - 1104 West 10th St., McCook, NE

Property No. 16 - 2024 MCC 078 - 1105 Missouri Ave., McCook, NE

Property No. 17 - 2024 MCC 085 - 1409 East Fairacres Dr., McCook, NE

Property No. 18 - 2024 MCC 087 - 1415 West 14th St., McCook, NE

Property No. 21 - 2024 MCC 094 - 1412 West 14th St., McCook, NE

Property No. 22 - 2024 MCC 100 - 1416 West 15th St., McCook, NE

Property No. 24 - 2024 MCC 102 - 1409 West 16th St., McCook, NE

Property No. 27 - 2024 MCC 105 - 1308 North Hwy 83, McCook, NE

**RESOLUTION NO. 2024-15
DECLARATION OF NUISANCE PROPERTIES**

The City Council of the City of McCook (hereinafter the City), in regular session assembled at the Council Chambers in McCook, Nebraska on this 15th day of July 2024, hereby resolve as follows:

WHEREAS, The City of McCook desires to declare Nuisances pursuant to the City of McCook Code of Ordinances (Nuisance Ordinance Chapter 95).

NOW THEREFORE:

BE IT RESOLVED that the following property located within the nuisance jurisdiction of the City of McCook, Nebraska has been submitted to the City Council at its regular meeting on July 15, 2024; and

2024 MCC 077 - 1007 Missouri Ave, McCook, NE; and

BE IT FURTHER RESOLVED, that the City Council found the following property is declared to have nuisances upon it contrary to the City of McCook Code of Ordinances and that said nuisances are ratified by this resolution:

2024 MCC 077 - 1007 Missouri Ave, McCook, NE

BE IT FINALLY RESOLVED, that the City shall proceed as determined under the administrative procedure of Chapter 95.03.

INTRODUCED AND PASSED THIS 15th DAY OF JULY 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**RESOLUTION NO. 2024-16
RESCINDING PORTIONS OF RESOLUTION NO. 2024-13**

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance properties, supported by evidence; and

WHEREAS, WCNDD now has evidence that a portion of the nuisance violations declared in Resolution No. 2024-13, which are abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds portions of Resolution No. 2024-13 on the following properties:

- | | |
|-------------------|--|
| Property No. 7 - | 2024 MCC 035 - PID 001054400, McCook, NE |
| Property No. 8 | 2024 MCC 035 - PID 001054300, McCook, NE, and |
| Property No. 9 | 2024 MCC 035 - PID 001054200, McCook, NE |
| Property No. 13 - | 2024 MCC 069 - 1106 West 10th St, McCook, NE |
| Property No. 14 - | 2024 MCC 070 - 1104 West 10th St, McCook, NE |
| Property No. 16 - | 2024 MCC 078 - 1105 Missouri Ave, McCook, NE |
| Property No. 17 - | 2024 MCC 085 - 1409 East Fairacres Dr, McCook, NE |
| Property No. 18 - | 2024 MCC 087 - 1415 West 14th St, McCook, NE |
| Property No. 21 - | 2024 MCC 094 - 1412 West 14th St, McCook, NE |
| Property No. 22 - | 2024 MCC 100 - 1416 West 15th St, McCook, NE |
| Property No. 24 - | 2024 MCC 102 - 1409 West 16th St, McCook, NE |
| Property No. 27 - | 2024 MCC 105 - 1308 North Hwy 83, McCook, NE |

PASSED THIS 15TH DAY OF JULY, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

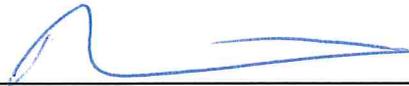
**CITY MANAGER'S REPORT
JULY 15, 2024 MCCOOK CITY COUNCIL MEETING**

3.E.
ITEM NO. ___ Update regarding the swimming pool project and ballpark project.

BACKGROUND:

Staff would like to keep this item as a place keeper on the McCook City Council agendas while we work through the planning and construction process for both the swimming pool and the ballpark.

APPROVALS:



Nathan A. Schneider, City Manager

July 11, 2024



Lea Ann Doak, City Clerk

July 11, 2024

**CITY MANAGER'S REPORT
JULY 15, 2024 CITY COUNCIL MEETING**

ITEM: 3.F.

Approve Ordinance No. 2024-3080 amending the City of McCook's Code of Ordinances by adding Chapter 75, Sections 75.01 through and including Section 75.99, under title VII Traffic Code upon its third and final reading.

BACKGROUND:

Please refer to the attached City Manager's Report prepared for the June 17, 2024 City Council meeting.

City Attorney Mustion is reviewing the state statute regarding safety and child restraint requirements. His information will be attached to the packet online and forwarded to the Council when received.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

July 11, 2024



Nathan A. Schneider, City Manager

July 11, 2024

**CITY MANAGER'S REPORT
JUNE 17, 2024 CITY COUNCIL MEETING**

ITEM: 4.G.

Introduce and approve Ordinance No. 2024-3080 on first reading, amending the City of McCook's Code of Ordinances by adding Chapter 75 Sections 75.01 through and including Section 75.99 under Title VII Traffic Code.

BACKGROUND:

City staff members have continued working on fleshing out necessary details for a potential UTV ordinance. City staff has authored and is ready to present to the Council Ordinance No. 2024-3080 by adding Chapter 75 Sections 75.01 through and including 75.99 under Title VII Traffic Code. The ordinance will come into effect on January 1, 2025. This will allow time for staff in the police department to work on the implementation of office procedures and to train on the inspection process of UTV's.

A UTV Application for Inspection & Permit and Acceptable Operations Map are included for the Council's review.

The ordinance is ready for consideration on its first reading.

**FISCAL
IMPACT:** None.

APPROVALS:



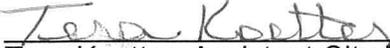
Nathan A. Schneider, City Manager

6/10/2024



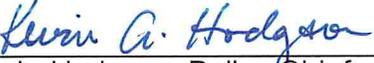
Lea Ann Doak, City Clerk

6/10/2024



Tera Koetter, Assistant City Manager

June 10, 2024



Kevin Hodgson, Police Chief

June 10, 2024



Unauthorized Routes of Travel – City of McCook

-  = Operation Prohibited by Statute & ordinance
-  = Crossings Authorized by Ordinance



Note: Exemptions for Pub. Pwr. Utilis. & Pol. Subs.



CITY OF MCCOOK



UTV APPLICATION FOR INSPECTION & PERMIT

Date: _____

Name: _____

(Last)

(First)

(Middle Initial)

Address: _____

Driver's License: (Number): _____ (State of Issuance): _____

Insurance Company: _____

Policy Number: _____

I am making application for a permit to operate a UTV vehicle on the streets, alleys, and other public right-of-way within the limits of the City of McCook, Nebraska. I attest that I am the owner of said UTV. I have supplied a copy of current proof of financial responsibility as required by Nebraska Revised State 60-6,167. I agree to comply with McCook City Ordinance. I certify that the contents of this application contained herein are true and correct.

Owner's Signature: _____

Make & Model: _____

VIN#: _____

Headlights Brake Lights Turn Signals Rear View Mirror

Front Reflectors Rear Reflectors Slow Moving Vehicle Emblem/Flag

Seat Belts U.S. Forrest Service – Qualified Spark Arrester Certificate of Title

Inspection Date: _____

Permit Fee \$100.00

Paid By: _____

Permit# _____ Valid From: _____ to _____

MPD Officer: _____

(OFFICE USE ONLY)

REGISTRATION STICKER NUMBER: _____ / EXPIRES: _____ NOTE: REGISTRATION STICKER MUST BE PROMINENTLY DISPLAYED ON UTILITY-TYPE VEHICLES AS PRESCRIBED IN CITY ORDINANCE. ADVISED REGISTRATION VALID FOR ONE CALENDAR YEAR PROVIDED COPY OF ORDINANCE PROVIDED COPY OF MAP

BY: _____ / DATE: _____ (McCook Police Department)

ORDINANCE NO. 2024-3080

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; AMENDING TITLE VII: TRAFFIC CODE, ADDING CHAPTER 75: UTILITY-TYPE VEHICLES; PROHIBITING THE OPERATION OF ALL-TERRAIN VEHICLES AND ALLOW THE OPERATION OF UTILITY-TYPE VEHICLES ON CITY STREETS AND SETTING FORTH THE PROVISIONS UNDER WHICH UTILITY-TYPE VEHICLES MAY BE OPERATED; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Title VII: Traffic Code, of the City of McCook Code of Ordinances is hereby amended, Chapter 75: Utility-Type Vehicles shall be added to read as follows:

CHAPTER 75: UTILITY-TYPE VEHICLES

§ 75.01 DEFINITIONS

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALL-TERRAIN VEHICLE. Any motorized off-highway vehicle which is (a) 50 inches or less in width, (b) has a dry weight of 1,200 pounds or less; (c) travels on 3 or more non-highway tires; (d) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and 1 passenger.

CITY STREETS & ALLEYS. Those ways within the political subdivision that are platted and dedicated to the City of McCook for use as a street or alley.

LOW SPEED VEHICLE. Low-speed vehicle means a (a) four-wheeled motor vehicle (l) whose speed attainable on one mile is more than twenty miles per hour and not more than twenty-five miles per hour on a paved, level surface. (Neb. Rev. Stat. §60-501)

STATE HIGHWAY. A road or street, including the entire area within the right-of-way, which has been designated a part of the state highway system.

UTILITY-TYPE VEHICLE. Any motorized off-highway vehicle which (a) is 74 inches in width or less; (b) is not more than 180 inches, including the bumper, in length; (c) has a dry weight of 2,000 pounds or less; and (d) travels on 4 or more non-highway tires. **UTILITY-TYPE VEHICLE** does not include all-terrain vehicles, golf cart or golf car vehicles, or low speed vehicles. (Neb. Rev. Stat. §60-135.01)

§ 75.02 OPERATION OF ALL-TERRAIN VEHICLES PROHIBITED; EXCEPTIONS.

It shall be unlawful for any person to operate an all-terrain vehicle, golf cart, golf car, or low speed vehicles upon any street, highway, or state highway within the corporate limits of the city or upon any publicly owned parking lot or other publicly owned property within the corporate limits of the city. Except as otherwise provided, duly authorized all-terrain vehicles may be operated within the political subdivision by authorized city personnel during the course of their normal duties, educational personnel, and public power utilities.
(Neb. Rev. Stat. §60-6,356(2)(b))

§ 75.03 OPERATION OF UTILITY-TYPE VEHICLES ON STREETS AND HIGHWAYS.

A utility-type vehicle may be operated on streets and highways (excluding state highways) within the corporate limits of the city, in accordance with the following operating requirements:

- (A) Operation occurs only between the hours of sunrise and sunset;
- (B) The headlight and taillight of the vehicle shall be on at all times;
- (C) The total number of persons on the utility-type vehicle, including the operator and all passengers, shall not exceed the seating capacity as designed by the manufacturer of the utility-type vehicle;
- (D) The utility-type vehicle shall have a registration decal issued by the McCook Police Department as set forth in § 75.06;
- (E) Any person operating a utility-type vehicle as authorized in this section:
 - (1) Shall not operate such vehicle at a speed in excess of 30 miles per hour and shall observe posted speed limits if lower than 30 miles per hour;
 - (2) Shall have a valid Class O operator's license;
 - (3) Shall obey all applicable state and local traffic laws, ordinances, and regulations;
 - (4) Shall properly utilize seatbelts and all provided safety equipment in the utility-type vehicle;
 - (5) Shall have liability insurance coverage for the utility-type vehicle while operating the utility-type vehicle on any street or highway in accordance with the State of Nebraska's Financial

Responsibility Law as defined in N.R.S. 60-6,356 and;

(6) Shall provide proof of insurance coverage to any peace officer requesting such proof within 5 days of such request as defined in N.R.S. 60-6,356.

(H) Shall not operate a utility-type vehicle on the sidewalks or walking trails within the corporate limits of the city.

(Neb. Rev. Stat. §60-6,356(3))

§ 75.04 UTILITY-TYPE VEHICLE; EQUIPMENT REQUIRED

Every utility-type vehicle shall be equipped with:

(A) A brake system maintained in good operating condition;

(B) An adequate muffler system in good working condition;

(C) A United States Forest Service - qualified spark arrester;

(D) A rear-view mirror;

(E) A working headlight and taillight;

(F) Working turn signals; and

(G) Equipped with a bicycle safety flag which extends not less than 5 feet above the ground attached to the rear of the vehicle, said bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day glow in color.

(Neb. Rev. Stat. §60-6,356(3))

§ 75.05 MODIFICATION OF UTILITY-TYPE VEHICLE PROHIBITED.

No person shall:

(A) Equip the exhaust system of a utility-type vehicle with a cutout, bypass, or similar device,

(B) Operate a utility-type vehicle with an exhaust system so modified, and

(C) Operate a utility-type vehicle with a spark arrester removed or modified, except for use in a closed-course competition event.

(Neb. Rev. Stat. §60-6,359)

§ 75.06 REGISTRATION.

- (A) It shall be an offense for any person to operate any utility-type vehicle within the corporate limits of the city unless:
 - (1) The utility-type vehicle has passed an inspection by the City of McCook Police Department;
 - (2) The owner has demonstrated proof of insurance to the McCook Police Department; and
 - (3) The owner has obtained from the McCook Police Department a registration decal for the current year affixed to the utility-type vehicle in a conspicuous place. Any person obtaining a current year registration decal to operate a utility-type vehicle within the corporate limits of the city shall pay to the city a fee set by resolution of the City Council as set forth in Chapter 38, City of McCook's Fee Schedule. No registration decal fee shall be assessed for registration of any political subdivision utility-type or all-terrain type vehicle.
- (B) All registrations issued under the provisions of this chapter shall be effective from January 1 to December 31, and all registrations shall expire December 31 of the year in which they were issued.
- (C) The City reserves the right to suspend or revoke the registration of a utility-type vehicle within the city for violation of any provision of this chapter.

§ 75.07 OPERATION OF UTILITY-TYPE VEHICLE ON STATE HIGHWAY PROHIBITED; LIMITED CROSSING PERMITTED.

A utility-type vehicle shall not be operated on any state highway with two or more divided lanes, and the crossing of any state highway with two or more divided lanes shall only be permitted if:

- (A) The crossing is made at an angle of approximately 90 degrees to the direction of the state highway and at a place where no obstruction prevents a quick and safe crossing;
- (B) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the state highway;
- (C) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;
- (D) The crossing is made only at a traffic signal controlled intersection of such state highway with another street or highway when the state highway consists of more than two divided lanes; and

(E) Both the headlight and taillight of the utility-type vehicle are on when the crossing is made.
(Neb. Rev. Stat. §60-6,356(5))

§ 75.08 UTILITY-TYPE VEHICLE; ACCIDENT; REPORT REQUIRED.

If an accident results in the death of any person, the injury of any person which requires treatment of the person by a physician, or property damage in the amount of \$1,500 or more, the operator of each utility-type vehicle involved shall give notice of the accident in the same manner as provided by Nebraska Revised Statute 60-699.
(Neb. Rev. Stat. §60-6,361)

§ 75.09 OPERATION OF UTILITY-TYPE VEHICLES AND ALL-TERRAIN TYPE VEHICLES IN A PARADE.

All-terrain vehicles and utility-type vehicles may be operated on streets and highways without complying with this chapter while in parades which have been authorized by the State of Nebraska, or any department, board, commission, or political subdivision of the State of Nebraska.

§ 75.99 PENALTY.

Any person convicted of violating any provision of this chapter shall be punished by a fine of \$250 for a first offense. A second and subsequent violation(s) of any aforementioned provision shall be punished by a fine of \$500. In addition to any penalties for a violation hereof, the City of McCook Police Department may impound any all-terrain or utility-type vehicle when operated in violation of Nebraska law or this Code.

Section 2. 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 3. This ordinance shall take effect and be in full force from January 1, 2025 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of _____, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY OF MCCOOK



UTV APPLICATION FOR INSPECTION & PERMIT

Date: _____

Name: _____
(Last) (First) (Middle Initial)

Address: _____

Driver's License: (Number): _____ (State of Issuance): _____

Insurance Company: _____

Policy Number: _____

I am making application for a permit to operate a UTV vehicle on the streets, alleys, and other public right-of-way within the limits of the City of McCook, Nebraska. I attest that I am the owner or owner's representative of said UTV. I have supplied a copy of current proof of financial responsibility as required by Nebraska Revised State 60-6,167. I agree to comply with McCook City Ordinance. I certify that the contents of this application contained herein are true and correct.

Owner's Signature: _____

Make & Model: _____

VIN#: _____

Headlights Brake Lights Turn Signals Rear View Mirror

Front Reflectors Rear Reflectors Slow Moving Vehicle Emblem/Flag

Seat Belts U.S. Forrest Service – Qualified Spark Arrester Certificate of Title

Inspection Date: _____

Permit Fee \$100.00

Paid By: _____

Permit# _____ Valid From: _____ to _____

MPD Officer: _____

NOTICE: YOU, THE REGISTRANT, ARE SOLELY RESPONSIBLE FOR THE REGISTRATION DECAL. DECALS THAT BECOME LOST, DAMAGED, STOLEN OR OTHERWISE MAY BE REPLACED AT YOUR COST.

(OFFICE USE ONLY)

REGISTRATION STICKER NUMBER: _____ / EXPIRES: _____ NOTE: REGISTRATION STICKER MUST BE CONSPICUOUSLY DISPLAYED ON UTILITY-TYPE VEHICLES AS PRESCRIBED IN CITY ORDINANCE. ADVISED REGISTRATION VALID FOR ONE CALENDAR YEAR PROVIDED COPY OF ORDINANCE PROVIDED COPY OF MAP

BY: _____ / DATE: _____ (McCook Police Department)

ORDINANCE NO. 2024-3080

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; AMENDING TITLE VII: TRAFFIC CODE, ADDING CHAPTER 75: UTILITY-TYPE VEHICLES; PROHIBITING THE OPERATION OF ALL-TERRAIN VEHICLES AND ALLOW THE OPERATION OF UTILITY-TYPE VEHICLES ON CITY STREETS AND SETTING FORTH THE PROVISIONS UNDER WHICH UTILITY-TYPE VEHICLES MAY BE OPERATED; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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CHAPTER 75: UTILITY-TYPE VEHICLES

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For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALL-TERRAIN VEHICLE. Any motorized off-highway vehicle which is (a) 50 inches or less in width, (b) has a dry weight of 1,200 pounds or less; (c) travels on 3 or more non-highway tires; (d) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and 1 passenger.

CITY STREETS & ALLEYS. Those ways within the political subdivision that are platted and dedicated to the City of McCook for use as a street or alley.

LOW SPEED VEHICLE. Low-speed vehicle means a (a) four-wheeled motor vehicle (l) whose speed attainable on one mile is more than twenty miles per hour and not more than twenty-five miles per hour on a paved, level surface. (Neb. Rev. Stat. §60-501)

STATE HIGHWAY. A road or street, including the entire area within the right-of-way, which has been designated a part of the state highway system.

UTILITY-TYPE VEHICLE. Any motorized off-highway vehicle which (a) is 74 inches in width or less; (b) is not more than 180 inches, including the bumper, in length; (c) has a dry weight of 2,000 pounds or less; and (d) travels on 4 or more non-highway tires. **UTILITY-TYPE VEHICLE** does not include all-terrain vehicles, golf cart or golf car vehicles, or low speed vehicles. (Neb. Rev. Stat. §60-135.01)

§ 75.02 OPERATION OF ALL-TERRAIN VEHICLES PROHIBITED; EXCEPTIONS.

It shall be unlawful for any person to operate an all-terrain vehicle, golf cart, golf car, or low speed vehicles upon any street, highway, or state highway within the corporate limits of the city or upon any publicly owned parking lot or other publicly owned property within the corporate limits of the city. Except as otherwise provided, duly authorized all-terrain vehicles may be operated within the political subdivision by authorized city personnel during the course of their normal duties, educational personnel, and public power utilities.
(Neb. Rev. Stat. §60-6,356(2)(b))

§ 75.03 OPERATION OF UTILITY-TYPE VEHICLES ON STREETS AND HIGHWAYS.

A utility-type vehicle may be operated on streets and highways (excluding state highways) within the corporate limits of the city, in accordance with the following operating requirements:

- (A) Operation occurs only between the hours of sunrise and sunset;
- (B) The headlight and taillight of the vehicle shall be on at all times;
- (C) The total number of persons on the utility-type vehicle, including the operator and all passengers, shall not exceed the seating capacity as designed by the manufacturer of the utility-type vehicle;
- (D) The utility-type vehicle shall have a registration decal issued by the McCook Police Department as set forth in § 75.06;
- (E) Any person operating a utility-type vehicle as authorized in this section:
 - (1) Shall not operate such vehicle at a speed in excess of 30 miles per hour and shall observe posted speed limits if lower than 30 miles per hour;
 - (2) Shall have a valid Class O operator's license;
 - (3) Shall obey all applicable state and local traffic laws, ordinances, and regulations;
 - (4) ~~Shall properly utilize seatbelts and all provided safety equipment in the utility-type vehicle;~~
Shall properly utilize seatbelts and all provided safety equipment in the utility-type vehicle, including supplemental child restraint systems as defined in state statute not withstanding Ne. Rev. Stat. §60-339 excepting UTVs as a motor vehicle;

- (5) Shall have liability insurance coverage for the utility-type vehicle while operating the utility-type vehicle on any street or highway in accordance with the State of Nebraska's Financial Responsibility Law as defined in N.R.S. 60-6,356 and;
- (6) Shall provide proof of insurance coverage to any peace officer requesting such proof within 5 days of such request as defined in N.R.S. 60-6,356.
- (H) Shall not operate a utility-type vehicle on the sidewalks or walking trails within the corporate limits of the city.
(Neb. Rev. Stat. §60-6,356(3), §60-6,267)

§ 75.04 UTILITY-TYPE VEHICLE; EQUIPMENT REQUIRED

Every utility-type vehicle shall be equipped with:

- (A) A brake system maintained in good operating condition;
 - (B) An adequate muffler system in good working condition;
 - (C) A United States Forest Service - qualified spark arrester;
 - (D) A rear-view mirror;
 - (E) A working headlight and taillight;
 - (F) Working turn signals; and
 - (G) Equipped with a bicycle safety flag which extends not less than 5 feet above the ground attached to the rear of the vehicle, said bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day glow in color; and
 - (H) Occupant protection system that is capable of allowing for the use of a supplemental child restraint system.
- (Neb. Rev. Stat. §60-6,356(3), §60-6,267)

§ 75.05 MODIFICATION OF UTILITY-TYPE VEHICLE PROHIBITED.

No person shall:

- (A) Equip the exhaust system of a utility-type vehicle with a cutout, bypass, or similar device,
- (B) Operate a utility-type vehicle with an exhaust system so modified, and
- (C) Operate a utility-type vehicle with a spark arrester removed or

modified, except for use in a closed-course competition event.
(Neb. Rev. Stat. §60-6,359)

§ 75.06 REGISTRATION.

- (A) It shall be an offense for any person to operate any utility-type vehicle within the corporate limits of the city unless:
 - (1) The utility-type vehicle has passed an inspection by the City of McCook Police Department;
 - (2) The owner has demonstrated proof of insurance to the McCook Police Department; and
 - (3) The owner has obtained from the McCook Police Department a registration decal for the current year affixed to the utility-type vehicle in a conspicuous place. Any person obtaining a current year registration decal to operate a utility-type vehicle within the corporate limits of the city shall pay to the city a fee set by resolution of the City Council as set forth in Chapter 38, City of McCook's Fee Schedule. No registration decal fee shall be assessed for registration of any political subdivision utility-type or all-terrain type vehicle.
- (B) All registrations issued under the provisions of this chapter shall be effective from January 1 to December 31, and all registrations shall expire December 31 of the year in which they were issued.
- (C) The City reserves the right to suspend or revoke the registration of a utility-type vehicle within the city for violation of any provision of this chapter.

§ 75.07 OPERATION OF UTILITY-TYPE VEHICLE ON STATE HIGHWAY PROHIBITED; LIMITED CROSSING PERMITTED.

A utility-type vehicle shall not be operated on any state highway with two or more divided lanes, and the crossing of any state highway with two or more divided lanes shall only be permitted if:

- (A) The crossing is made at an angle of approximately 90 degrees to the direction of the state highway and at a place where no obstruction prevents a quick and safe crossing;
- (B) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the state highway;
- (C) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;

(D) The crossing is made only at a traffic signal controlled intersection of such state highway with another street or highway when the state highway consists of more than two divided lanes; and

(E) Both the headlight and taillight of the utility-type vehicle are on when the crossing is made.

(Neb. Rev. Stat. §60-6,356(5))

§ 75.08 UTILITY-TYPE VEHICLE; ACCIDENT; REPORT REQUIRED.

If an accident results in the death of any person, the injury of any person which requires treatment of the person by a physician, or property damage in the amount of \$1,500 or more, the operator of each utility-type vehicle involved shall give notice of the accident in the same manner as provided by Nebraska Revised Statute 60-699.

(Neb. Rev. Stat. §60-6,361)

§ 75.09 OPERATION OF UTILITY-TYPE VEHICLES AND ALL-TERRAIN TYPE VEHICLES IN A PARADE.

All-terrain vehicles and utility-type vehicles may be operated on streets and highways without complying with this chapter while in parades which have been authorized by the State of Nebraska, or any department, board, commission, or political subdivision of the State of Nebraska.

§ 75.99 PENALTY.

Any person convicted of violating any provision of this chapter shall be punished by a fine of \$250 for a first offense. A second and subsequent violation(s) of any aforementioned provision shall be punished by a fine of \$500. In addition to any penalties for a violation hereof, the City of McCook Police Department may impound any all-terrain or utility-type vehicle when operated in violation of Nebraska law or this Code.

Section 2. 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 3. This ordinance shall take effect and be in full force from January 1, 2025 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of _____, 2024.

Linda Taylor, Ex-officio Mayor

and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JULY 1, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.G. Approve Ordinance No. 2024 -3081 on its third and final reading amending Section 95.35 Weeds, Litter, Stagnant Water; to add an additional provision which includes all specific nuisances listed in Section 95.02 of the McCook Code or Ordinances.

BACKGROUND:

Please review the attached June 17, 2024 City Manager's Report for background information.

No public comment has been received. This ordinance is ready for consideration on its final reading.

APPROVALS:

Nate Schneider (Ed)
Nathan A. Schneider, City Manager

July 11, 2024

Lea Ann Doak
Lea Ann Doak, City Clerk

July 11, 2024

**CITY MANAGER'S REPORT
JUNE 17, 2024 MCCOOK CITY COUNCIL MEETING**

4.H.
ITEM NO. Approve Ordinance No. 2024 - 3081 on first reading amending Section 95.35 Weeds, Litter, Stagnant Water; to add an additional provision which includes all specific nuisances listed in Section 95.02 of the McCook Code or Ordinances.

BACKGROUND:

Recently, the City of McCook adopted Ordinance No. 2024-3079 which repealed the unlicensed vehicles provision from the Code of Ordinances and amended the nuisance abatement provisions of the Code of Ordinances to comply with West Central Nebraska Development District's preferred nuisance language.

As a result of these changes, staff requests the Council amend Chapter 95 Weeds, Litter, Stagnant Water, Section 95.35 Litter, to include a provision that ties the new specific nuisance language found in newly amended Section 95.02 to Section 95.35. This item is necessary to authorize city staff to proceed against litter violations not currently contemplated in Section 95.35.

APPROVALS:



Nathan A. Schneider, City Manager

June 4, 2024



Lea Ann Doak, City Clerk

June 4, 2024



Tera Koetter, Assistant City Manager

June 4, 2024

ORDINANCE NO. 2024-3081

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 95, ENTITLED "NUISANCE; HEALTH AND SANITATION", SECTION 95.35(G) - WEEDS, LITTER, STAGNANT WATER, ADDING SUBSECTION (F) LISTING SPECIFIC NUISANCES; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

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

Section 1. The City of McCook Code of Ordinances Chapter 95 "Nuisance; Health and Sanitation", Section 95.35 be amended to read as follows:

§ 95.35 WEEDS, LITTER, STAGNANT WATER.

(A) Lots or pieces of ground within the municipality or within its extraterritorial zoning jurisdiction shall be drained or filled so as to prevent stagnant water or any other nuisance accumulating thereon.

(B) The owner or occupant of any lot or piece of ground within the municipality or within its extraterritorial zoning jurisdiction shall keep the lot or piece of ground and the adjoining streets and alleys free of any growth of 12 inches or more in height of weeds, grasses, or worthless vegetation.

(C) The throwing, depositing, or accumulation of litter on any lot or piece of ground within the municipality or within its extraterritorial zoning jurisdiction is prohibited.

(D) It is hereby declared to be a nuisance to permit or maintain any growth of 12 inches or more in height of weeds, grasses, or worthless vegetation on any lot or piece of ground within the municipality or within its extraterritorial zoning jurisdiction or on the adjoining streets or alleys or to litter or cause litter to be deposited or remain thereon except in proper receptacles.

(E) Any owner or occupant of a lot or piece of ground shall, upon conviction of violating this section, be guilty of an offense.

(F) (1) Notice to abate and remove such nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any. Notice shall be given by first-class mail or by personal service. If notice is given by first-class mail, such mail shall be conspicuously marked as to its importance. Within five days after receipt of such notice, the owner or occupant of the lot or piece of ground may request a hearing with the municipality to appeal the decision to abate or remove a nuisance by filing a written appeal with the office of the Clerk. A hearing on the appeal shall be held within 14 days after the filing of the appeal

and shall be conducted by the City Manager. The City Manager shall render a decision on the appeal within five business days after the conclusion of the hearing. If the appeal fails, the municipality may have such work done. Within five days after receipt of such notice, if the owner or occupant of the lot or piece of ground does not request a hearing with the municipality or fails to comply with the order to abate and remove the nuisance, the municipality may have such work done.

(2) The costs and expenses of any such work shall be paid by the owner. If unpaid for two months after such work is done, the municipality may either:

(a) Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefitted as a special assessment in the same manner as other special assessments for improvements are levied and assessed; or

(b) Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

(G) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

LITTER. Includes but is not limited to:

(a) Trash, rubbish, refuse, garbage, paper, rags, and ashes;

(b) Wood, plaster, cement, brick, or stone building rubble;

(c) Grass, leaves, and worthless vegetation except when used as ground mulch or in a compost pile;

(d) Offal and dead animals; and

(e) Any machine or machines, vehicle or vehicles, or parts of a machine or vehicle which have lost their identity, character, utility, or serviceability as such through deterioration, dismantling, or the ravages of time, are inoperative or unable to perform their intended functions, or are cast off, discarded, or thrown away or left as waste, wreckage, or junk.

(f) All specific nuisances listed in Section 95.02 of this code.

WEEDS.

(a) Includes, but are not limited to: bindweed (*Convolvulus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centaurea picris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle

(*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus sp.*) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(b) Weeds, grasses, and worthless vegetation does not include vegetation applied or grown on a lot or piece of ground outside the corporate limits of the municipality but inside the municipality's extraterritorial zoning jurisdiction expressly for the purpose of weed or erosion control.
(Neb. RS 17-563, 26-230)

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this ____ day of _____, 2024.

Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JULY 15, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.H. Update regarding the comprehensive plan and zoning/subdivision regulation projects.

BACKGROUND:

The City of McCook has undertaken the process of updating its zoning regulations, subdivision regulations, and comprehensive plan. Miller & Associates was selected through a competitive RFP process to serve as the City's consultant. A steering committee was formed to assist with the updates. Three public meetings have been held over the past year to guide the project.

Since our last meeting public meeting in 2024, staff has worked with Miller & Associates to draft the new zoning regulations. Miller & Associates has taken the responsibility of crafting the initial draft of the new comprehensive plan. Updating the subdivision regulations has begun.

Staff would like to keep this item on the front burner and provide a brief update of the work completed to date. It is anticipated the next public meeting will be held in late August/September.

APPROVALS:



Nathan A. Schneider, City Manager

July 11, 2024



Lea Ann Doak, City Clerk

July 11, 2024