

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, May 19, 2025
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Father Kimminau, St. Patricks Catholic Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Proclamations.

A. Approve the proclamation designating May 18 - 24, 2025 as "Emergency Medical Services Week" and authorize the Mayor to sign.

B. Approve the proclamation designating the week of May 18 - 24, 2025 as "National Public Works Week" and authorize the Mayor to sign.

3. 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 May 5, 2025 regular City Council meeting.

B. Receive and file the claims for the month of April, 2025, published May 13, 2025.

C. Receive and file the Financial Report for the period ending April 30, 2025.

D. Adopt Resolution No. 2025-10 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.

4. Regular Agenda.

A. Approve the First Amendment to the Agreement between the City of McCook and Mammoth Sports Construction, LLC for the construction of the Gerald L. Walters Youth Sports Complex.

B. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
MAY 19, 2025, CITY COUNCIL MEETING**

ITEM # 2.A.

RECOMMENDATION:

Approve the proclamation designating May 18-24, 2025, as Emergency Medical Services Week and authorize the Mayor to sign.

Emergency Medical Services (EMS) is a vital public service, a system of care for victims of sudden and serious illness or injury. This system depends on the availability and coordination of many different elements, ranging from an informed public capable of recognizing medical emergencies to a network of trauma centers capable of providing highly specialized care to the most seriously ill or injured. The 9-1-1 emergency number, search and rescue teams, fire departments, and prehospital and emergency department personnel are some of the critical elements necessary for the EMS system to work.

This week, we celebrate National Emergency Medical Services Week, a week set aside to recognize and celebrate the countless contributions EMS professionals make to our communities.

EMS answers the call day or night, in all kinds of weather and in all kinds of conditions, many of which can be dangerous and emotionally challenging. It is hard to fathom how difficult this work can be, but our EMTs and paramedics deliver, without fail, day in and day out.

The City of McCook Fire Department provides primary response EMS to the city of McCook and approximately 320 square miles of southwest Nebraska. Our members consist of a variety of full-time and paid-on-call professionals, all dedicated to answering the call and making a difference in their patient's lives. Our members engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills. They also give back to our community far more than they take.

This year's theme for EMS Week is "We Care. For Everyone" and recognizes how EMS providers, regardless of service or system, work together daily to help save lives.

As the fire chief, I recognize that without the benefit of our area's dedicated EMS providers, our hospital staff – and more importantly, our patients – would truly be at a loss.

Please join me in thanking our EMS team for the exceptional work they do and wishing them a happy EMS Week.

**CITY MANAGER'S REPORT
MAY 19, 2025, CITY COUNCIL MEETING**

PAGE 2

<u>NAME</u>	<u>LEVEL</u>	<u>LENGTH OF SERVICE</u>
Michael Beiber	EMT	10 years
Gwyneth Davis	EMT	9 months
Marc Harpham	Paramedic	35 years
Dan Hartwell	Paramedic	24 years
Preston Hueftle	EMT	6 months
Mark Kool	EMT	3 years
Don Lannigan	EMT	10 years
Colt McDonald	Paramedic	6 years
Rick Metcalf	Paramedic	31 years
Colton Molcyk	Paramedic	2 years
Joy Molcyk	Paramedic	24 years
Shalynn Reichert	EMT	7 years
Nate Renner	EMT	2 years
Steve Renner	Paramedic	31 years
Derek Sailors	EMT	5 years
Mike Schoenemann	Paramedic	18 years
James Slaten	Paramedic	8 years

FISCAL

IMPACT: None

RECOMMENDATION:

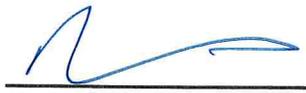
Approve the proclamation designating May 18-24, 2025, as Emergency Medical Services Week and authorize the Mayor to sign.

APPROVALS:



Marc A. Harpham, Fire Chief

6 MAY 2025
Date



Nate Schneider, City Manager

5-14-25
Date

Office of the Mayor
McCook, Nebraska
Proclamation

2025

"EMERGENCY MEDICAL SERVICES (EMS) WEEK"
We Care. For Everyone

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

NOW, THEREFORE, I, Linda Taylor, Mayor of the City of McCook, Nebraska, in recognition of this event do hereby proclaim the week of May 18 - 24, 2025, as

EMERGENCY MEDICAL SERVICES WEEK

the 51st Anniversary of EMS Week theme is, *EMS WEEK: We Care. For Everyone.* I encourage the community to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and essential service it provides.

Dated this 19th day of May, 2025.

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

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
MAY 19, 2025 CITY COUNCIL MEETING**

ITEM: **2.B.**

RECOMMENDATION:

Approve the proclamation designating the week of May 18 - 24, 2025 as "National Public Works Week" and authorize the Mayor to sign.

BACKGROUND:

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

This year's theme, "People, Purpose, Presence," highlights three cornerstone ideals that motivate public works professionals to serve in their communities every day. Meeting the needs of people is what gives public works its sense of purpose. Many times, public works professionals will never meet those whose lives have been impacted because when things are going right, no one knows that public works is there. Yet, with or without fanfare, public works is ever present, working in the background to advance quality of life for all.

Public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of McCook. Public Works in McCook includes providing infrastructure services in transportation including the highways within the City's corporate limits, stormwater infrastructure, public buildings and spaces, airport, parks, ballparks, swimming pool, cemeteries and grounds, solid waste collection and disposal, and Recycling.

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

Join us in celebrating the quiet work these professionals do that makes life better for all of us.

**FISCAL
IMPACT:** None.

APPROVALS:

Kyle Potthoff, Public Works Director

May 15, 2024



Nate Schneider, City Manager

May 15, 2024

Office of the Mayor
McCook, Nebraska

Proclamation

"NATIONAL PUBLIC WORKS WEEK"

"People, Purpose, Presence:

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of McCook; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of McCook to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of McCook, Nebraska do hereby designate the week of May 18 through 24, 2025, as

"National Public Works Week"

and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Dated this 19th day of May, 2025.



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

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
MAY 19, 2025 CITY COUNCIL MEETING**

ITEM: **3.A.**

Approve the minutes of the May 5, 2025 regular Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 15, 2025

McCook City Council
May 5, 2025
5:30 PM.

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 Linda Taylor, Councilmembers Gene Weedin, Jared Muehlenkamp, Darcy Rambali.

Absent: Councilmember Jerry Calvin.

I move to excuse the absence of Councilmember Calvin. This motion, made by Weedin and seconded by Rambali, passed.

Taylor: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 4, NAY: 0

City Officials present: City Manager Nate Schneider, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Public Works Director Kyle Potthoff, and E911 Office Coordinator Jennifer Doucet.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on May 1, 2025, 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. Jamie Mockry provided the invocation. 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 informed the Council that a Planning Commission meeting was scheduled for May 12th, the Commission will begin review of the first 3 chapters of the proposed zoning ordinance.

Police Chief Hodgson announced that Jennifer Doucet, E911 Office Coordinator for the city was the recipient of the 2025 Laura Becker Memorial Award. The award is given to a person whose hard work and dedication to the Nebraska Emergency Service Communications Association are unparalleled. Her nomination mentioned her service to those dispatch centers in the South Central

Panhandle 911 Region and her willingness to help our communications center 24/7.

2. Proclamations.

- 2.A. Approve the proclamation designating May 11, 2025 through May 17, 2025 as "National Police Officers Week" and May 15, 2025 as "Police Officer Memorial Day" and authorize the Mayor to sign.

Motion to approve the proclamation designating May 11, 2025 through May 17, 2025 as "National Police Officers Week" and May 15, 2025 as "Police Officer Memorial Day" and authorize the Mayor to sign. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

Police Chief Hodgson recognized our local law enforcement as well as those in law enforcement that have been killed this past year serving their communities.

3. Public Hearings.

- 3.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held April 28, 2025.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held April 28, 2025 with the City Attorney to act as hearing officer. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated May 5, 2025 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the April 28, 2025 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (6 pages); and Exhibit #4 - the minutes of the February 10, 2025 Economic Development Plan Citizen's Advisory Review Committee (4 pages).

Charlie McPherson, McCook Economic Development Director, and Sean Wolfe, president of the Economic Development Plan Citizen's Advisory Review Committee, reviewed the information presented in Exhibit #3 and answered questions from the Council.

With no one else present to comment, motion to adjourn the public hearing and reconvene as a City Council. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

- 3.B. Accept the minutes of the February 10, 2025 Economic Development Plan Citizen's

Advisory Review Committee meeting.

Motion to accept the minutes of the February 10, 2025 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Rambali and seconded by Muehlenkamp, passed.

Calvin: ABSENT, Taylor: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 4, NAY: 0, ABSENT: 1

4. Consent Agenda.

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

Calvin: ABSENT, Taylor: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 4, NAY: 0, ABSENT: 1

- 4.A. Approve the minutes of the April 21, 2025 regular Council meeting and the April 30, 2025 special Council meeting.
- 4.B. Approve and authorize the Mayor to sign the contract between the City of McCook and THERAP Services, LLC pursuant to one or more State Agreements, for the purpose of providing Waiver meals and transportation.
- 4.C. Approve and authorize the Mayor to sign Change Order No. 1, the Certificate of Substantial Completion and Pay Application 6 (FINAL) for Water System Improvements on South Street and Ravenswood Road from the City Shop to South 9th Street, BSB Construction, Inc. contractor.
- 4.D. Accept the City of McCook-Tax Increment Financing Annual Report - dated April 2025.
- 4.E. Approve an application from Telecom Construction to occupy City right-of-way for the purpose of replacing telephone cable for 334 North Cherokee Road.
- 4.F. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit and cable on Airport property.
- 4.G. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Cindy Dugger, St. Patrick's Little Knights Preschool.
- 4.H. Approve Van Kirk Brothers Contracting request for street closure during a water infrastructure improvement project on West 5th Street from West "J" Street to West "L" Street starting May 19, 2025 for approximately three weeks.
- 4.I. Approve and authorize the Mayor to sign a land lease with the Federal Aviation Administration for navigational equipment known as a fan marker.

5. Regular Agenda.

5.A. Update regarding the sports complex project.

City Manager Schneider gave an update of the sports complex project. The contract with Mammoth Construction for Phase A of the project has been signed and they have began the dirt work for the complex area; we are waiting for the Mylar of Walters Addition Final Plat so that it can be signed and recorded at the courthouse; Miller and Associates proposed the locating the sewer extension further north under "U" Street which would allow for future extension to the family residential areas; staff continues work on grant applications and the Mammoth Creative Team on marketing and fund-raising; discussion has been held with D.A. Davidson regarding the bond anticipation notes, the process will begin in July with the notes being issued in August; and the city should receive the SFC Feasibility Study this coming week.

Councilmember Muehlenkamp addressed how the current fields will be utilized now and in the transition. The new facility will meet needs for practice fields, the durability of turf will allow for practice throughout the year, and Felling Field will continue to be used for the younger baseball leagues.

5.B. 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 6:04 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
MAY 19, 2025 CITY COUNCIL MEETING**

ITEM: 3.B.

Receive and file the claims for the month of April, 2025, published May 13, 2025.

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

May 14, 2025



Tera Koetter, Assistant City Manager

May 14, 2025



Nathan A. Schneider, City Manager

May 14, 2025

CITY OF MCCOOK
CLAIMS FOR APRIL 2025

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

20/20 TECHS-SC 11034.62; 7D-LOCKSHOP-S 12.20; ACE-S 1536.04; ACME PRINTING-S 310.00; ADAM MARSHALL LAND & AUCTION-SC 66025.00; AKRS-S 2746.68, SC 362.80; ALLEY POYNER-SC 6120.00; AMERICAN AG LAB-SC 2647.91; AMERICAN ELECTRIC-S 31.39; AMERITAS-CLAIMS-SC 6480.95; AMERITAS-DENTAL-SC 410.01; ANYTIME TRI-STATE TOWING-SC 445.00; AR REFUND-SC 300.00; AT&T-S 446.16; AURORA COOP-S 7919.73; AVFUEL CORP-S 79301.36; BAIRD HOLM-SC 1600.00; BARCO MUNI PRODUCTS-S 170.04; BLACK HILLS ENERGY-SC 4861.46, S 384.23; BLACKBURN MFG-S 94.40, SC 42.17; BLUE TO GOLD-S 39.99; BOMGAARS-S-455.31; BSB CONST-CO 30425.00; BW TELECOM-SC 144.14; C&K-S 263.87; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 3627.63; CASH WA-S 18456.15; CDW-G-SC 1223.60; CENTRAL PLAINS LIBRARY-S 166.75; CENTURY LINK-SC 964.67; CHECKSFORLESS-S 105.95; CITY OF MCCOOK-PS 449485.27; CITY SELF INS-BT 176559.66; SALES TAX-BT 37124.16; TRANSFER STATION-S 1469.74; UTILITIES-SC 3525.76; CLINE WILLIAMS, WRIGHT JOHNSON-SC 7403.50; COPPERMILL STEAKHOUSE-SC 5800.00; CPS HR CONSULTING-SC 418.00; J. CROCKER-SC 259.51; CULLIGAN-S 259.30; D&S HARDWARE-SC 237.22, S 695.78; DAS ACCT-SC 1074.04, S 66.00; DEVENY-S 783.88, SC 40.75; DIAMOND VOGEL-S 1220.03; DOWNEY DRILLING-S 3417.43; DR. DRAIN-S 899.50; DRIVERS LICENSE GUIDE-S 95.00; EAKES-S 564.69, SC 268.75; ELITE ENERGY-S 2350.00; ENVIRONMENTAL ANALYSIS-SC 244.96; FARRELL'S-SC 115.50; FICA-PS 22964.13; FASTENAL-S 84.21; FRENCHMAN VALLEY-S 134.38; FRONTIER COMMUNICATIONS-SC 34.19; GALLS-S 184.59; GARRISON'S-S 13.60, SC 60.00; GEO-COMM-SC 5050.00; GOOGLE SVCS-SC 491.60; GPM-S 448.00, SC 43.00; GREAT PLAINS COMM-SC 3259.74, S 79.98; GUYNAN MACHINE-S 476.53; HAUXWELL PUMP & SUPPLY-S 7689.00, SC 272.00; HAWKINS-S 3216.22; HEARTLAND NEW HOLLAND-S 515.98; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 210.00; HG KLUG SONS-S 453.00, SC 52.40; HIGH PLAINS RADIO-SC 63.00; HINKLE TERMITE & PEST-S 1978.00; HOA-S 1496.25; HOLIDAY INN-SC 293.00; HOMETOWN LEASING-SC 1047.42; HONORBOUND IT-S 300.00; HUTCHESON ENGINEERING-S 468.57; IDEAL LINEN-S 179.07; J BAR J LANDFILL-SC 39595.26; JJPRATT ENTERPRISES-S 3500.00; K & C GRAIN-S 10748.50, SC 185.00; KC MOTOR-S 266.48; KLUTE TRUCK-CO 9825.00; KLX ENERGY-CO 24917.80; KOHL'S AUTO-S 93.24; KOHLER TRAILER-SC 8195.00; LB840-SC 48757.98; LIBERTY CUSTOM SRVS-CO 15600.00; LIFE-ASSIST-S 1626.47; MACQUEEN EQ-S 1449.27, SC 2898.76; MALLECK OIL-S

119.20; MAMMOTH SPORTS-SC 68000.00, S 223900.00; MARIS GENERAL CONST.-CO 7500.00; MC CONCRETE-S829.90; MC GAZETTE-SC 939.28; MC HUMANE SOCIETY-S 4629.73; MPPD-SC 1086.28; MPS-SC 3965.00; MCNET -SC 109.90; MCKESSON MEDICAL-S 499.18; MEAD LUMBER-SC 994.09; MEDICARE-PS 6308.71; MEAD-SC 994.09; MICROMARKETING-S 3740.58; MIDAMERICA BOOKS-S 638.88; MIDWEST CONNECT-S 912.64, SC 4409.85; MIDWEST LABS-S 72.27, SC 35.99; MILCO-SC 4458.80; MILLER & ASSOC.-CO 28995.00, SC 720.00; B. MINTLING-S 3940.00; MJJ CONCRETE-CO 5800.00; MOBOTREX-S 265.00; MOTOROLA-S 976.38; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 2398.00; MUNICIPAL SUPPLY-S 1316.45; SC 9442.80; MUTUAL OF OMAHA-SC 997.92; NE DEPT OF REV SALES TAX-SC 11833.46; NE DEPT REV/MOTOR FUELS-SC 2268.00; NE DEPT REV/LOTTERY-SC 3167.00; NE RURAL WATER ASSN-SC 675.00; NE LIBRARY ASSN-SC 60.00; NE TRUCK CENTER-S 105.60; NEBRASKALAND TIRE-S 1631.42; NICK'S DIST-S 600.51; NE MACHINERY-S 946.97; NPPD-SC SC 27934.02, S 153.56; O'REILLY AUTO-S 274.94; Z. OLIVER-S 6490.00; ONE BILLING SOLUTIONS-SC 7177.99; ONE CALL-SC 163.95; PETROTEK-CO 8366.61; PINNACLE BANK-S 20.00; PINPOINT COMM-SC 69.99; POAN-SC 240.00; POSITIVE PROMOTIONS-S 406.84; PRAISE WINDOWS-S 2050.00; PROPIO LS-S 11.05; PROTEX CENTRAL-S 360.00; QUADIENT FINANCE-S 375.09, SC 1624.91; QUADIENT LEASING-SC 600.18; QUILL-S 210.76; RAPID FIRE PROTECTION-S 3083.80; RAVENSWOOD ELECTRIC-S 633.24; RWCO TREASURER-SC 50.00; ROCHESTER MIDLAND-S 561.60; RUGGLES TRAILER-S 258.00, SC 200.00; SCHOLASTIC INC-S 1239.25; SHELCO-CO 63063.00; B SIEGFRIED-SC 410.70; SOUTHWEST FARM & AUTO-S 1596.94; T STEWART-S 4560.00; STRYKER MEDICAL-SC 4536.45; THUNDER PROMOTIONS-S 200.00; TITAN-MACHINERY-S 598.54; TOTAL TURF-S 755.75; TRAFFIC SAFETY-S 93.52; TRAVELERS-SC 173825.08; TREE REBATE-S 670.50; TYLER TECH-SC 8.60; UMR-SC 260778.22; USPS-S 120.00; US FOODS-S 906.17; USA BLUEBOOK-S 189.24; UTILITY REFUNDS-138.10; VAN DIEST SUPPLY-S 11932.66; VERIZON-SC 2724.78; VK ELECTRONICS-S 1777.00; VOLZ- S 2393.58, SC 317.50; WAGNER FORD-SC 803.63, S 709.69, CO 46692.32; WALMART-SC S 2453.23; WEATHERCRAFT-S 1590.00, SC 170.00; WEBB BODY SHOP-SC 75.00; WEIS FIRE & SAFETY-S 5127.50; WEX BANK-S 12994.42; WITMER PUBLIC SAFETY-S 17.83; D. YOUNG-S 185.00; ZOLL-S 2462.46.

-s-Lea Ann Doak, City Clerk

PUBLISH: MAY 13, 2025

**CITY MANAGER'S REPORT
MAY 19, 2025 CITY COUNCIL MEETING**

ITEM: 3.C.

Receive and file the Financial Report for the period ending April 30, 2025.

BACKGROUND:

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2024, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on April 30, 2025.

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 (\$286,392.18), issued checks had not yet cleared the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance. The April 30 Ending Cash Balance for the Payroll Account is \$648.99 because an issued ACH has not yet cleared the bank.

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

Attachment B gives the ending cash balances by fund as of April 30, 2025.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending April 30, 2025.

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

May 14, 2025



Tera Koetter, Assistant City Manager

May 14, 2025



Nathan A. Schneider, City Manager

May 14, 2025

ATTACHMENT

A

City of McCook, Nebraska
 TREASURER'S REPORT
 Period Ending: April 30, 2025 (unaudited)

Beginning Cash on Hand, October 1, 2024			
McCook National Bank - Public Funds	\$	24,315,060.36	
McCook National Bank - Primary Operating	\$	(379,658.88)	
McCook National Bank - LB840 Funds	\$	1,447,404.48	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	1,350.00	
NDEQ Irrevocable Escrow	\$	95,550.62	
McCook National Bank - Pension	\$	5,824.78	
TOTAL BEGINNING CASH			\$ 25,496,589.29
Receipts:			
Taxes	\$	3,943,959.96	
Fees, Permits and Licenses	\$	336,237.81	
Intergovernmental Services	\$	1,285,748.30	
Charges - Current Services	\$	1,570,866.30	
Public Utilities	\$	2,617,327.87	
Use of Money & Property	\$	1,733,540.91	
Interfund Transfers	\$	3,015,401.33	
Other Revenue	\$	2,360,173.85	
Unapplied/Accounts Payable	\$	3,602.01	
PLUS TOTAL RECEIPTS			\$ 16,866,858.34
Disbursements:			
Personal Services	\$	4,901,307.83	
Supplies	\$	1,338,878.05	
Services & Charges	\$	5,605,911.39	
Budget Transfers	\$	2,118,964.34	
Capital Outlay	\$	5,589,715.94	
Unapplied/Accounts Payable	\$	1,513.08	
MINUS TOTAL DISBURSEMENTS			\$ 19,556,290.63
Ending Cash Balance April 30, 2025			
McCook National Bank - Public Funds	\$	21,354,059.39	
McCook National Bank - Primary Operating	\$	(286,392.18)	
McCook National Bank - LB840 Funds	\$	1,615,577.97	
McCook National Bank - Payroll	\$	648.99	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	1,150.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	98,164.80	
McCook National Bank - Pension	\$	13,890.10	
TOTAL ENDING CASH	\$	22,807,157.00	\$ 22,807,157.00

Dated: April 30, 2025

-s- Lea Ann Doak, City Clerk

ATTACHMENT B

City of McCook, Nebraska
TREASURER'S REPORT
CASH BALANCE BY FUNDS
Period Ending April 30, 2025 (unaudited)

Beginning Cash on Hand, October 1, 2024	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 4,025,975.45	\$ 5,295,485.34	\$ 5,995,233.46	\$ 3,326,227.33
General Fund Unapplied/Accts. Payable	\$ 1,706.92	\$ 3,602.01	\$ 1,513.08	\$ 3,795.85
Street Fund - 15	\$ 753,754.66	\$ 184,267.58	\$ 573,263.70	\$ 364,758.54
Special Revenue - 20	\$ 4,952,991.65	\$ 738,506.40	\$ 2,439,897.42	\$ 3,251,600.63
Special Revenue Unapplied/Accts. Payable	\$ -		\$ -	\$ -
Debt Service - 30	\$ 432,946.43	\$ 4,790.00	\$ 250,000.00	\$ 187,736.43
Community Redevelopment Authority - 40	\$ 125,817.36	\$ 179,400.51	\$ 191,996.46	\$ 113,221.41
Economic Development Fund - 45	\$ 1,466,605.53	\$ 359,887.18	\$ 694,655.67	\$ 1,131,837.04
Pension Trust - 50	\$ 5,824.78	\$ 19,075.13	\$ 11,009.81	\$ 13,890.10
Trust & Agency - 60	\$ 374,512.19	\$ 90,584.48	\$ 56,568.09	\$ 408,528.58
Trust & Agency Unapplied/Accts. Payable			\$ -	\$ -
Internal Service Fund - 65	\$ 1,457,154.51	\$ 1,768,877.29	\$ 2,149,428.13	\$ 1,076,603.67
Enterprise Fund - 70	\$ 9,781,991.53	\$ 7,191,236.88	\$ 6,122,128.99	\$ 10,851,099.42
Enterprise Fund Unapplied/Accts. Payable	\$ 40.80	\$ -	\$ -	\$ 40.80
Capital Improvement - 80	\$ 2,117,267.48	\$ 1,031,145.54	\$ 1,070,595.82	\$ 2,077,817.20
Capital Improve Unapplied/Accts. Payable			\$ -	\$ -
BALANCES	\$ 25,496,589.29	\$ 16,866,858.34	\$ 19,556,290.63	\$ 22,807,157.00

Dated: April 30, 2025

-s- Lea Ann Doak, City Clerk

ATTACHMENT C

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: APRIL 30TH, 2025

10 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL REVENUE	12,378,986	12,378,986	840,406.86	5,208,216.75	4,745,043.70	7,170,769.25	57.93
RESERVES/CO TREASURER BAL	<u>2,008.628</u>	<u>2,008.628</u>	<u>6,250.00</u>	<u>87,268.59</u>	<u>90,118.76</u>	<u>1,921,359.41</u>	<u>95.66</u>
TOTAL REVENUES	<u>14,387,614</u>	<u>14,387,614</u>	<u>846,656.86</u>	<u>5,295,485.34</u>	<u>4,835,162.46</u>	<u>9,092,128.66</u>	<u>63.19</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	1,007,266	1,007,266	66,852.20	523,949.14	446,070.37	483,316.86	47.98
PUBLICITY	6,950	6,950	97.89	6,024.31	2,609.92	925.69	13.32
AUDITORIUM	88,291	88,291	10,936.00	70,580.56	46,882.08	17,710.44	20.06
COUNCIL	764,177	764,177	129,235.52	582,217.62	513,032.05	181,959.38	23.81
POLICE	2,447,050	2,447,050	209,467.44	1,159,094.23	1,095,644.67	1,287,955.77	52.63
MUNICIPAL CENTER	169,944	169,944	18,055.90	136,133.54	82,759.50	33,810.46	19.90
FIRE	2,562,547	2,562,547	126,353.92	836,766.37	789,770.80	1,725,780.63	67.35
AMBULANCE	531,410	531,410	18,061.79	110,062.91	98,268.31	421,347.09	79.29
CIVIL DEFENSE	10,939	10,939	175.38	1,294.67	886.46	9,644.33	88.16
BUILDING & ZONING	107,175	107,175	8,248.27	60,819.75	56,450.42	46,355.25	43.25
LIBRARY	462,401	462,401	40,876.71	251,508.95	218,412.68	210,892.05	45.61
STREET	1,384,911	1,384,911	96,851.61	667,749.61	663,433.95	717,161.39	51.78
CEMETERY	240,412	240,412	19,332.61	117,614.20	109,803.24	122,797.80	51.08
PARKS	286,412	286,412	23,812.04	136,465.97	146,077.31	149,946.03	52.35
BALL PARKS	146,325	146,325	10,094.26	71,493.13	54,068.83	74,831.87	51.14
POOL	253,290	253,290	5,658.82	9,918.92	2,594.23	243,371.08	96.08
AIRPORT	197,233	197,233	17,257.42	116,039.54	109,264.55	81,193.46	41.17
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	18,000	18,000	966.90	6,662.24	4,835.59	11,337.76	62.99
SENIOR CENTER	543,449	543,449	43,558.49	288,253.74	273,209.90	255,195.26	46.96
PUBLIC TRANSPORTATION	214,662	214,662	17,402.30	119,375.96	111,140.49	95,286.04	44.39
HEALTH OPERATING	916,900	916,900	76,408.33	534,858.31	534,858.31	382,041.69	41.67
RESERVES/CO TREASURER BAL	<u>683,628</u>	<u>683,628</u>	<u>67,354.00</u>	<u>188,349.79</u>	<u>93,826.61</u>	<u>495,278.21</u>	<u>72.45</u>
TOTAL EXPENDITURES	<u>13,053,372</u>	<u>13,053,372</u>	<u>1,007,057.80</u>	<u>5,995,233.46</u>	<u>5,453,900.27</u>	<u>7,058,138.54</u>	<u>54.07</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,334,242	1,334,242	(160,400.94)	(699,748.12)	(618,737.81)	2,033,990.12	152.45

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: APRIL 30TH, 2025

15 -STREET FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	<u>563,774</u>	<u>563,774</u>	<u>1,331.00</u>	<u>184,267.58</u>	<u>197,328.40</u>	<u>379,506.42</u>	<u>67.32</u>
TOTAL REVENUES	<u>563,774</u>	<u>563,774</u>	<u>1,331.00</u>	<u>184,267.58</u>	<u>197,328.40</u>	<u>379,506.42</u>	<u>67.32</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	<u>563,774</u>	<u>563,774</u>	<u>0.00</u>	<u>573,263.70</u>	<u>0.00</u>	<u>(9,489.70)</u>	<u>1.68-</u>
TOTAL EXPENDITURES	<u>563,774</u>	<u>563,774</u>	<u>0.00</u>	<u>573,263.70</u>	<u>0.00</u>	<u>(9,489.70)</u>	<u>1.68-</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,331.00	(388,996.12)	197,328.40	388,996.12	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: APRIL 30TH, 2025

20 -SPECIAL REVENUE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FAA GRANTS	64,500	64,500	0.00	9,631.00	18,502.00	54,869.00	85.07
PUBLIC TRANSIT GRANTS	128,258	128,258	0.00	0.00	0.00	128,258.00	100.00
ACE REVENUE SHARING	0	0	174.00	21,744.00	21,029.00	(21,744.00)	0.00
MCCOOK RECREATIONAL TRAIL	57,986	57,986	214.00	1,513.00	1,501.00	56,473.00	97.39
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	0.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	135,997	135,997	428.00	2,997.00	3,755.00	133,000.00	97.80
ENHANCED E911	79,040	79,040	2,140.33	17,064.90	13,231.91	61,975.10	78.41
INSURANCE REIMBURSEMENT	462,804	462,804	808.00	56,058.99	16,676.56	406,745.01	87.89
PSAP FUNDS	62,579	62,579	4,768.46	37,872.68	28,815.86	24,706.32	39.48
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AME RESCUE PLAN ACT-ARPA	203,563	203,563	0.00	4,656.00	7,840.00	198,907.00	97.71
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
SWIMMING POOL PROJECT	55,791	55,791	0.00	281,000.00	125,047.00	(225,209.00)	403.67-
DISC GOLF PROJECT	22,700	22,700	55.00	2,865.00	7,518.00	19,835.00	87.38
PLAYGROUND EQUIPMENT PROJ	850,000	850,000	895.00	238,425.08	0.00	611,574.92	71.95
CCCCFF GRANT-CREATIVE DIST	180,000	180,000	293.00	2,336.00	0.00	177,664.00	98.70
SPORTS COMPLEX PROJECT	2,471,500	2,471,500	8,817.00	62,342.75	0.00	2,409,157.25	97.48
TOTAL REVENUES	4,839,145	4,839,145	18,592.79	738,506.40	243,916.33	4,100,638.60	84.74
=====							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	64,500	64,500	0.00	9,886.08	29,057.75	54,613.92	84.67
PUBLIC TRANSIT GRANTS	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
ACE REVENUE SHARING	28,258	28,258	0.00	3,007.50	0.00	25,250.50	89.36
MCCOOK RECREATIONAL TRAIL	57,986	57,986	0.00	0.00	1,021.25	57,986.00	100.00
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	0.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	135,997	135,997	0.00	21,483.00	21,138.00	114,514.00	84.20
ENHANCED E911	79,040	79,040	0.00	1,800.00	1,800.00	77,240.00	97.72
INSURANCE REIMBURSEMENT	462,804	462,804	75.00	191,415.52	0.00	271,388.48	58.64
PSAP FUNDS	62,579	62,579	6,760.91	24,654.90	28,596.49	37,924.10	60.60
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AME RESCUE PLAN ACT-ARPA	203,563	203,563	0.00	210,436.96	53,691.23	(6,873.96)	3.38-
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
SWIMMING POOL PROJECT	55,791	55,791	0.00	6,520.00	3,110,170.70	49,271.00	88.31
DISC GOLF PROJECT	22,700	22,700	0.00	1,620.00	0.00	21,080.00	92.86
PLAYGROUND EQUIPMENT PROJ	850,000	850,000	0.00	0.00	0.00	850,000.00	100.00
CCCCFF GRANT-CREATIVE DIST	180,000	180,000	6,120.00	18,757.50	0.00	161,242.50	89.58
SPORTS COMPLEX PROJECT	2,471,500	2,471,500	305,337.49	1,950,315.96	0.00	521,184.04	21.09
TOTAL EXPENDITURES	4,839,145	4,839,145	318,293.40	2,439,897.42	3,245,475.42	2,399,247.58	49.58
=====							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(299,700.61)	(1,701,391.02)	(3,001,559.09)	1,701,391.02	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: APRIL 30TH, 2025

30 -DEBT SERVICE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	432,292	432,292	689.00	4,790.00	11,125.00	427,502.00	98.89
BOND RESERVE	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	432,292	432,292	689.00	4,790.00	11,125.00	427,502.00	98.89
	=====	=====	=====	=====	=====	=====	=====
	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	432,292	432,292	0.00	250,000.00	0.00	182,292.00	42.17
BOND RESERVE	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	432,292	432,292	0.00	250,000.00	0.00	182,292.00	42.17
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	689.00	(245,210.00)	11,125.00	245,210.00	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: APRIL 30TH, 2025

40 -COMMUNITY DEVELOPMENT
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	3,208.59	925.90	27,791.41	89.65
CITY INVESTMENTS	133,691	133,691	206.00	1,459.00	2,248.00	132,232.00	98.91
NORTH POINTE	40,000	40,000	1,808.70	6,570.42	2,654.00	33,429.58	83.57
CLARY VILLAGE LLC	9,500	9,500	0.00	4,134.88	5,567.25	5,365.12	56.47
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	5,422.56	1,564.78	54,577.44	90.96
QUILLAN COURTS	15,000	15,000	0.00	5,940.80	6,488.68	9,059.20	60.39
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	9,483.29	46,215.80	90,516.71	90.52
NEXT GENERATION	260,000	260,000	0.00	135,595.11	7,426.72	124,404.89	47.85
N-STANT CONVENIENCE	6,000	6,000	0.00	505.31	145.82	5,494.69	91.58
BLACKWOOD ENTERPRISES	10,000	10,000	0.00	6,482.05	3,481.27	3,517.95	35.18
MEDC INFILL HOUSING	6,000	6,000	0.00	512.00	2,275.18	5,488.00	91.47
ENG INTL - RESTORED HOMES	10,000	10,000	0.00	86.50	0.00	9,913.50	99.14
NORTH POINTE II	35,000	35,000	0.00	0.00	0.00	35,000.00	100.00
MCK BUSINESS PK PHASE II	170,000	170,000	0.00	0.00	0.00	170,000.00	100.00
ELEVATE WELLNESS	24,000	24,000	0.00	0.00	0.00	24,000.00	100.00
R PERRY DEVELOPMENT	17,055	17,055	0.00	0.00	0.00	17,055.00	100.00
TOTAL REVENUES	927,246	927,246	2,014.70	179,400.51	78,993.40	747,845.49	80.65
=====							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	133,691	133,691	0.00	65,000.00	82.00	68,691.00	51.38
NORTH POINTE	40,000	40,000	0.00	0.00	0.00	40,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	3,433.81	3,521.43	6,066.19	63.85
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	8,681.25	6,253.28	6,318.75	42.13
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	0.00	43,479.22	100,000.00	100.00
NEXT GENERATION	260,000	260,000	0.00	109,858.70	0.00	150,141.30	57.75
N-STANT CONVENIENCE	6,000	6,000	0.00	0.00	0.00	6,000.00	100.00
BLACKWOOD ENTERPRISES	10,000	10,000	0.00	5,022.70	3,335.00	4,977.30	49.77
MEDC INFILL HOUSING	6,000	6,000	0.00	0.00	2,132.46	6,000.00	100.00
ENG INTL - RESTORED HOMES	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
NORTH POINTE II	35,000	35,000	0.00	0.00	0.00	35,000.00	100.00
MCK BUSINESS PK PHASE II	170,000	170,000	0.00	0.00	0.00	170,000.00	100.00
ELEVATE WELLNESS	24,000	24,000	0.00	0.00	0.00	24,000.00	100.00
R PERRY DEVELOPMENT	17,055	17,055	0.00	0.00	0.00	17,055.00	100.00
TOTAL EXPENDITURES	927,246	927,246	0.00	191,996.46	58,803.39	735,249.54	79.29
=====							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	2,014.70	(12,595.95)	20,190.01	12,595.95	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: APRIL 30TH, 2025

45 -ECONOMIC DEVELOPMENT FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	<u>1,955,927</u>	<u>1,955,927</u>	<u>43,932.06</u>	<u>359,887.18</u>	<u>412,889.68</u>	<u>1,596,039.82</u>	<u>81.60</u>
TOTAL REVENUES	<u>1,955,927</u>	<u>1,955,927</u>	<u>43,932.06</u>	<u>359,887.18</u>	<u>412,889.68</u>	<u>1,596,039.82</u>	<u>81.60</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	<u>1,955,927</u>	<u>1,955,927</u>	<u>48,757.98</u>	<u>694,655.67</u>	<u>240,523.86</u>	<u>1,261,271.33</u>	<u>64.48</u>
TOTAL EXPENDITURES	<u>1,955,927</u>	<u>1,955,927</u>	<u>48,757.98</u>	<u>694,655.67</u>	<u>240,523.86</u>	<u>1,261,271.33</u>	<u>64.48</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(4,825.92)	(334,768.49)	172,365.82	334,768.49	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: APRIL 30TH, 2025

50 -PENSION TRUST
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
POLICE OFFICER DISABILIT	<u>24,817</u>	<u>24,817</u>	<u>9.45</u>	<u>19,075.13</u>	<u>20,089.47</u>	<u>5,741.87</u>	<u>23.14</u>
TOTAL REVENUES	<u>24,817</u>	<u>24,817</u>	<u>9.45</u>	<u>19,075.13</u>	<u>20,089.47</u>	<u>5,741.87</u>	<u>23.14</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	<u>24,817</u>	<u>24,817</u>	<u>1,572.83</u>	<u>11,009.81</u>	<u>11,009.81</u>	<u>13,807.19</u>	<u>55.64</u>
TOTAL EXPENDITURES	<u>24,817</u>	<u>24,817</u>	<u>1,572.83</u>	<u>11,009.81</u>	<u>11,009.81</u>	<u>13,807.19</u>	<u>55.64</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,563.38)	8,065.32	9,079.66	(8,065.32)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: APRIL 30TH, 2025

60 -AGENCY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
PERPETUAL CARE	138,203	138,203	815.00	10,761.00	7,120.00	127,442.00	92.21
SENIOR CENTER CONTRIBUTIO	144,060	144,060	1,567.00	11,357.00	12,612.00	132,703.00	92.12
SCHOOL	8,050	8,050	900.00	7,895.00	6,555.00	155.00	1.93
FIRE CONTRIBUTIONS	5,899	5,899	0.00	10,532.40	100.00 (	4,633.40)	78.55-
LIBRARY MEMORIAL	57,664	57,664	6,000.00	11,100.00	200.00	46,564.00	80.75
COMMUNITY BETTERMENT	96,645	96,645	5,337.21	33,351.38	45,017.81	63,293.62	65.49
DARE CONTRIBUTIONS	1,598	1,598	0.00	1,500.00	200.00	98.00	6.13
PUBLIC WORKS CONTRIBUTION	10,484	10,484	150.00	3,987.70	2,405.20	6,496.30	61.96
AMBULANCE CONTRIBUTIONS	15,804	15,804	0.00	0.00	870.00	15,804.00	100.00
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	25,592	25,592	0.00	100.00	170.35	25,492.00	99.61
FIRE TRAINING TRAILER	11,448	11,448	0.00	0.00	100.00	11,448.00	100.00
TOTAL REVENUES	519,763	519,763	14,769.21	90,584.48	75,350.36	429,178.52	82.57
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	138,203	138,203	0.00	0.00	3,525.00	138,203.00	100.00
SENIOR CENTER CONTRIBUTIO	144,060	144,060	0.00	0.00	506.96	144,060.00	100.00
SCHOOL	8,050	8,050	4,015.00	6,995.00	5,155.00	1,055.00	13.11
FIRE CONTRIBUTIONS	5,899	5,899	0.00	292.36	473.52	5,606.64	95.04
LIBRARY MEMORIAL	57,664	57,664	1,478.26	4,334.02	7,544.10	53,329.98	92.48
COMMUNITY BETTERMENT	96,645	96,645	7,334.00	43,584.00	48,457.00	53,061.00	54.90
DARE CONTRIBUTIONS	1,598	1,598	0.00	1,012.71	1,322.97	585.29	36.63
PUBLIC WORKS CONTRIBUTION	10,484	10,484	0.00	0.00	0.00	10,484.00	100.00
AMBULANCE CONTRIBUTIONS	15,804	15,804	0.00	350.00	0.00	15,454.00	97.79
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	25,592	25,592	0.00	0.00	0.00	25,592.00	100.00
FIRE TRAINING TRAILER	11,448	11,448	0.00	0.00	0.00	11,448.00	100.00
TOTAL EXPENDITURES	519,763	519,763	12,827.26	56,568.09	66,984.55	463,194.91	89.12
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,941.95	34,016.39	8,365.81 (	34,016.39)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: APRIL 30TH, 2025

65 -INTERNAL SERVICE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FLEX DEPENDENT CARE	1,043	1,043	0.00 (	1,042.81)	4,550.00	2,085.81	199.98
FLEX - MEDICAL	60,563	60,563	2,498.82	18,586.42	19,234.53	41,976.58	69.31
SELF INSURED HEALTH INSUR	<u>3,428,390</u>	<u>3,428,390</u>	<u>93,364.36</u>	<u>1,751,333.68</u>	<u>1,879,930.55</u>	<u>1,677,056.32</u>	<u>48.92</u>
TOTAL REVENUES	<u>3,489,996</u>	<u>3,489,996</u>	<u>95,863.18</u>	<u>1,768,877.29</u>	<u>1,903,715.08</u>	<u>1,721,118.71</u>	<u>49.32</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	1,043	1,043	0.00	0.00	0.00	1,043.00	100.00
FLEX - MEDICAL	60,563	60,563	5,527.23	20,083.05	20,926.93	40,479.95	66.84
SELF INSURED HEALTH INSUR	<u>3,428,390</u>	<u>3,428,390</u>	<u>264,090.14</u>	<u>2,129,345.08</u>	<u>1,527,441.28</u>	<u>1,299,044.92</u>	<u>37.89</u>
TOTAL EXPENDITURES	<u>3,489,996</u>	<u>3,489,996</u>	<u>269,617.37</u>	<u>2,149,428.13</u>	<u>1,548,368.21</u>	<u>1,340,567.87</u>	<u>38.41</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0 (	173,754.19)(	380,550.84)	355,346.87	380,550.84	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: APRIL 30TH, 2025

70 -ENTERPRISE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	231,800	231,800	5,883.54	41,234.72	43,980.14	190,565.28	82.21
SOLID WASTE - COLLECTION	1,037,315	1,037,315	79,353.22	568,141.80	548,779.75	469,173.20	45.23
SOLID WASTE - TRANSFER ST	1,595,973	1,595,973	119,143.52	752,440.20	709,998.79	843,532.80	52.85
LANDFILL RESERVE	729,107	729,107	9,816.00	69,180.00	72,444.00	659,927.00	90.51
SOLID WASTE - DISPOSAL	854,182	854,182	135,814.35	671,156.31	294,414.17	183,025.69	21.43
WATER MAINTENANCE & OPERA	4,894,275	4,894,275	192,970.17	1,619,597.16	1,420,409.89	3,274,677.84	66.91
WATER BOND & INTEREST RED	1,281,034	1,281,034	37,976.00	263,527.00	260,075.00	1,017,507.00	79.43
WATER CAPITAL - REPLACEME	23,017,719	23,017,719	88,680.00	925,521.00	288,319.00	22,092,198.00	95.98
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	187,833	187,833	776.51	4,849.80	5,751.08	182,983.20	97.42
SEWER MAINTENANCE & OPERA	3,669,269	3,669,269	184,352.79	1,212,438.34	1,085,123.03	2,456,830.66	66.96
SEWER BOND & INTEREST RES	136,010	136,010	499.00	3,501.00	3,436.00	132,509.00	97.43
SEWER CAPITAL - REPLACEME	15,470,844	15,470,844	41,474.00	288,378.00	288,721.00	15,182,466.00	98.14
SEWER CAPITAL - DEVELOPME	1,540	1,540	8.00	54.00	63.00	1,486.00	96.49
COMBINED UTILITIES	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
ELECTRIC UTILITY	1,330,000	1,330,000	106,131.12	771,217.55	750,744.67	558,782.45	42.01
TOTAL REVENUES	54,937,747	54,937,747	1,002,878.22	7,191,236.88	5,772,259.52	47,746,510.12	86.91
	=====	=====	=====	=====	=====	=====	=====
	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	4,468.80	5,993.19	5,727.23	8,556.81	58.81
SOLID WASTE - RECYCLING	282,795	282,795	16,144.71	86,139.43	73,123.22	196,655.57	69.54
SOLID WASTE - COLLECTION	1,037,315	1,037,315	83,606.92	549,787.65	523,689.76	487,527.35	47.00
SOLID WASTE - TRANSFER ST	1,530,428	1,530,428	110,108.69	850,310.10	706,998.64	680,117.90	44.44
LANDFILL RESERVE	729,107	729,107	0.00	154,470.00	304,636.69	574,637.00	78.81
SOLID WASTE - DISPOSAL	854,182	854,182	28,475.65	571,317.61	295,664.17	282,864.39	33.12
WATER MAINTENANCE & OPERA	4,894,275	4,894,275	216,779.22	1,601,723.58	1,503,561.84	3,292,551.42	67.27
WATER BOND & INTEREST RED	1,281,034	1,281,034	0.00	59,475.18	51,603.18	1,221,558.82	95.36
WATER CAPITAL - REPLACEME	23,017,719	23,017,719	42,934.41	231,293.51	376,203.39	22,786,425.49	99.00
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	187,833	187,833	0.00	0.00	0.00	187,833.00	100.00
SEWER MAINTENANCE & OPERA	3,669,269	3,669,269	144,592.43	1,100,748.92	1,470,606.58	2,568,520.08	70.00
SEWER BOND & INTEREST RES	136,010	136,010	0.00	0.00	0.00	136,010.00	100.00
SEWER CAPITAL - REPLACEME	15,470,844	15,470,844	34,145.00	139,652.27	80,768.58	15,331,191.73	99.10
SEWER CAPITAL - DEVELOPME	1,540	1,540	0.00	0.00	0.00	1,540.00	100.00
COMBINED UTILITIES	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
ELECTRIC UTILITY	1,330,000	1,330,000	106,131.12	771,217.55	750,744.67	558,782.45	42.01
TOTAL EXPENDITURES	54,937,747	54,937,747	787,386.95	6,122,128.99	6,143,327.95	48,815,618.01	88.86
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	215,491.27	1,069,107.89	(371,068.43)	(1,069,107.89)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: APRIL 30TH, 2025

80 -CAPITAL IMPROVEMENTS FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
2022 RECREATION BOND	2,037,734	2,037,734	79,317.03	644,785.23	652,028.06	1,392,948.77	68.36
CAPITAL IMPROVE 2018	994,203	994,203	55,329.33	383,432.31	395,324.31	610,770.69	61.43
CAPITAL IMPROVE PRE 2018	<u>442,248</u>	<u>442,248</u>	<u>420.00</u>	<u>2,928.00</u>	<u>11,616.00</u>	<u>439,320.00</u>	<u>99.34</u>
TOTAL REVENUES	3,474,185	3,474,185	135,066.36	1,031,145.54	1,058,968.37	2,443,039.46	70.32
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
2022 RECREATION BOND	2,037,734	2,037,734	0.00	215,608.26	165,666.66	1,822,125.74	89.42
CAPITAL IMPROVE 2018	994,203	994,203	93,488.00	522,689.56	127,054.00	471,513.44	47.43
CAPITAL IMPROVE PRE 2018	<u>442,248</u>	<u>442,248</u>	<u>0.00</u>	<u>332,298.00</u>	<u>14,937.50</u>	<u>109,950.00</u>	<u>24.86</u>
TOTAL EXPENDITURES	3,474,185	3,474,185	93,488.00	1,070,595.82	307,658.16	2,403,589.18	69.18
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	41,578.36	(39,450.28)	751,310.21	39,450.28	0.00

**CITY MANAGER'S REPORT
MAY 19, 2025 CITY COUNCIL MEETING**

ITEM: 3.D.

Adopt Resolution No. 2025-10 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.

BACKGROUND:

The McCook Housing Agency has requested that the City Council approve a resolution waiving the payment in lieu of taxes for their housing projects.

This waiver is a requirement from HUD and is presented to the Council on an annual basis pursuant to the recommendation of the auditor for the McCook Housing Agency.

Attached for your reference, is a copy of the May 30, 2003 memorandum from legal counsel addressing the original request from the Housing Authority.

**FISCAL
IMPACT:** None.

APPROVALS:



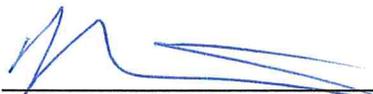
Lea Ann Doak, City Clerk

May 15, 2025



Tera Koetter, Assistant City Manager

May 15, 2025



Nathan A. Schneider, City Manager

May 15, 2025

RESOLUTION NO. 2025-10

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

THAT, the Mayor and City Council of the City of McCook, Nebraska hereby grant to the McCook Housing Agency a WAIVER OF PAYMENT IN LIEU OF TAXES for any public housing projects and for any other purposes as required by the Department of Housing and Urban Development.

PASSED AND APPROVED THIS 19th day of May, 2025.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

LAW OFFICES
BURGER & BENNETT, P.C.
116 WEST E STREET
P.O. BOX 1205
MCCOOK, NEBRASKA 68001-1205

G. PETER BURGER
DAYLENE A. BENNETT

PHONE 308 345-7500
FAX 308 345-7502

MEMORANDUM

TO: Lea Ann Doak
FROM: Daylene Bennett
DATE: May 30, 2003
RE: McCook Housing Authority – Payment In Lieu of Taxes

I have reviewed the Nebraska Statutes and also conferred with Stan Goodwin, the attorney for the McCook Housing Authority, regarding their request for a resolution waiving any payment in lieu of taxes.

The Nebraska Statutes provide that the property of the Housing Authority is not subject to taxation. However, the statutes also provide (in Section 71-1590) that a housing authority may agree to make payment in lieu of taxes.

Part of the original contract with HUD and the Housing Authority was that the City would annually waive any payment in lieu of tax. The fact that the Nebraska Statutes do not require housing authorities to make payment of tax is, apparently, immaterial to HUD.

The auditor for the McCook Housing Authority is requiring an annual waiver by the City of any payment in lieu of tax. This can be accomplished by resolution of the City Council.

Please place this item on the agenda for the second meeting in June. We also should docket the anniversary date so that the resolution can be presented to the Council annually.

I will touch base with you next week regarding the resolution.

DAB/mv

71-1590. Taxation of property; Indian housing authorities; payments in lieu of taxes.

(1) The real and personal property of a local housing agency and any wholly owned controlled affiliate thereof used solely (a) for the administrative offices of the housing agency or wholly owned controlled affiliate thereof, (b) to provide housing for persons of eligible income and qualifying tenants, and (c) for appurtenances related to such housing shall be exempt from all taxes and special assessments of any city, any county, the state, or any public agency thereof, including without limitation any special taxing district or similar political subdivision. All other real and personal property of the housing agency or wholly owned controlled affiliate thereof shall be deemed to not be used for a public purpose for purposes of section 77-202 and shall be taxable as provided in sections 77-201 and 77-202.11. Property owned jointly by a housing agency or its wholly owned controlled affiliates with other nongovernmental persons or entities shall be exempt from such taxes and assessments to the extent of the ownership interest which the housing agency and its wholly owned controlled affiliates hold in the property and to the extent the property is used solely to provide housing for persons of eligible income and qualifying tenants. Nothing in this section shall be deemed to preclude a housing agency and its wholly owned controlled affiliates from entering into an agreement for the payment of all or any portion of any special assessments which might otherwise be assessed except for the exemption created by this section.

(2) A housing agency may agree to make payments in lieu of all taxes or special assessments to the county within whose territorial jurisdiction any development of such housing agency or its controlled affiliates is located, for improvements, services, and facilities furnished by the city, county, or other public agencies, for the benefit of such development. Nothing contained in this section shall be deemed to require such an agreement by a local housing agency, and in no event shall the amounts payable by the housing agency exceed the amounts which, except for the exemption provided in this section, would otherwise be payable under regular taxes and special assessments for similar properties referred to in subsection (1) of this section. All payments in lieu of taxes made by any such housing agency shall be distributed by the county to all public agencies in such proportion that each public agency shall receive from the total payment the same proportion as its property tax rate bears to the total property tax which would be levied by each public agency against property of the housing agency if the same were not exempt from taxation.

(3) The property of Indian housing authorities created under Indian law shall be exempt from all taxes and special assessments of the state or any city, village, or public agency thereof. In lieu of such taxes or special assessments, an Indian housing authority may agree to make payments to any city, village, or public agency for improvements, services, or facilities furnished by such city, village, or public agency for the benefit of a housing project owned by the housing authority, but in no event shall such payments exceed the estimated cost to such city, village, or public agency of the improvements, services, or facilities to be so furnished. All payments made by any such housing authority in lieu of taxes, whether such payments are contractually stipulated or gratuitous voluntary payments, shall be distributed among the cities, villages, or public agencies within which the housing project is located, in such proportion that each city, village, or public agency shall receive from the total payment the same proportion as its ad valorem tax rate bears to the total ad valorem tax rate which would be levied by each city, village, or public agency against the properties of the Indian housing authority if the same were not exempt from taxation. For purposes of this section, (a) Indian housing authority means an entity that is authorized by federal law to engage or assist in the development or operation of

low-income housing for Indians and which is established by the exercise of the power of self-government of an Indian tribe and (b) Indian law means the code of an Indian tribe recognized as eligible for services provided to Indians by the United States Secretary of the Interior.

Source: Laws 1999, LB 105, § 19; Laws 2000, LB 1107A, § 1.

MARK A. CHRISTENSEN
RICHARD P. GARDEN, JR.
SUSAN K. SAPP
KEVIN J. SCHNEIDER
ROCHELLE A. MULLEN
TRENTEN P. BAUSCH
MICHAEL C. PALLESEN
RICHARD P. JEFFERIES
TRENT R. SIDDEES
ANDRE R. BARRY
DAVID J. ROUTH
JASON R. YUNGTUM
MEGAN S. WRIGHT
THERESA D. KOLLER
AUSTIN L. MCKILLIP
KEITH T. PETERS
ANDREW R. WILLIS
TARA A. STINGLEY
SEAN D. WHITE
MICHELLE L. SITORIUS
MICHAEL J. WHALEY
RUSSELL J. SPRAGUE
HENRY L. WIEDRICH
DANIEL W. OLDENBURG
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March 25, 2025

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VIA EMAIL

Nate Schneider

City of McCook City Manger

nschneider@cityofmccook.com

Re: Procurement of Construction Services through Cooperative Purchasing
under the Nebraska Joint Public Agency Act

File Number: 3612.008

Dear Nate:

The City of McCook ("McCook") has asked our firm to assess whether it has the authority to enter into the Equalis Group's Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") in order to procure construction services from Mammoth Sports Construction ("Mammoth") without undergoing the public bidding process.

As explained herein, we are of the opinion that, under the Nebraska Joint Public Agency Act (the "Act"), McCook is legally authorized to enter into the Agreement. The Act facilitates collaboration between governmental units, both within and outside Nebraska, to provide services that support the geographic and economic needs of local communities. See NEB. REV. STAT. § 13-2502.

The Act permits two or more public agencies to collaborate through joint or cooperative action, provided that such agreements are approved by the governing bodies of the participating agencies via ordinance, resolution, or other official means. See NEB. REV. STAT. § 13-2504. A "public agency" under the Act includes any "county, **city**, village, school district, state or federal agency ... or **political subdivision, including those of another state.**" See NEB. REV. STAT. § 13-2503 (emphasis added). Equalis Group partners with various lead public agencies, all of whom have likewise entered into the Agreement. One of the lead public agencies is the Cooperative Council of Governments ("CCOG"). CCOG is a political subdivision established under section 167 of the Ohio Revised Code, and is considered a public agency under the Act.

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SUITE 200
OMAHA, NE 68144-1105
(402) 397-1700

1207 M STREET
P.O. BOX 510
AURORA, NE 68818
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221 E. MOUNTAIN AVENUE
SUITE 240
FORT COLLINS, CO 80524
(970) 221-2637

131 W. EMERSON STREET
HOLYOKE, CO 80734
(970) 854-2264

Upon reviewing the Agreement, we have determined that it qualifies as an authorized agreement "for joint or cooperative action" under the Act. NEB. REV. STAT. § 13-2504. More specifically, the Agreement satisfies the applicable statutory requirements for such agreements set forth in NEB. REV. STAT. § 13-2504(2). Note that not all portions of § 13-2504(2) are applicable to the subject Agreement. For instance, subsection 13-2504(2)(b) requires that an agreement outline the "general organization, composition, and nature of **any** joint public agency created by the agreement." However, this subsection is inapplicable because the subject Agreement does not create a new joint agency. Those subsections which are applicable, such as 13-2504(2)(a) duration and (c) purpose, are satisfied by the terms of the proposed Agreement. Therefore, we are of the opinion that the Agreement is compliant with the Act.

The Act further authorizes public agencies to engage in procurement through such agreements, provided the applicable public agency has complied with its governing statutes in connection with the subject procurement. Equalis has confirmed and has provided documentation, that its lead public agencies adhere to all statutory procurement requirements. Here, the lead public agency that has procured a master agreement with Mammoth is CCOG. As provided in the Master Cooperative Purchasing Agreement between CCOG and Mammoth, and the attachments thereto, CCOG issued a Request for Proposals and subsequently selected Mammoth as the winning supplier in accordance with the applicable procurement requirements.

We acknowledge that McCook, as a city of the first class, is subject to the limitations set forth in Chapter 16 of the Nebraska Revised Statutes. No provisions in Chapter 16 contemplate cooperative purchasing. However, the Joint Public Agency Act explicitly applies to all cities in Nebraska, including McCook, and provides an exception to the otherwise applicable procurement provisions in Chapter 16. Section 13-2547 of the Act states that its provisions shall be deemed and construed as supplemental and controlling, notwithstanding any other generally applicable law (*i.e.* notwithstanding the generally applicable provisions within Chapter 16).

Based on our review, we are of the opinion that McCook has statutory authority to engage in cooperative purchasing through the Equalis Group cooperative. If the city elects to proceed, we recommend that McCook adopt a formal resolution to enter into the Agreement in order to satisfy NEB. REV. STAT. § 13-2504(1). We would further recommend that, should McCook choose to purchase construction services under the Master Cooperative Purchasing Agreement between CCOG and Mammoth, it adopt a resolution authorizing the Purchasing Agent and finding that doing so is in the best interest of the city, as contemplated in the City's Purchasing Procedure § 34.30(K).

Additionally, we note that Equalis has provided documentation demonstrating that its procurement process and Agreement comply with 2 C.F.R. 200. These requirements appear to be satisfied for the purpose of adhering to McCook's obligations of the Rural Community Recovery Program grant.

Nat Schneider
March 25, 2025
Page 3

Should you have any questions or require further clarification, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Austin L. McKillip', written in a cursive style.

Austin L. McKillip
For the Firm

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, TO JOIN THE EQUALIS GROUP PURCHASING COOPERATIVE IN ACCORDANCE WITH THE JOINT PUBLIC AGENCY ACT.

RECITALS

A. WHEREAS, the Nebraska Joint Public Agency Act (the "Act") authorizes collaboration between public agencies, both within and outside Nebraska, to provide services that support the geographic and economic needs of local communities. NEB. REV. STAT. § 13-2502.

B. WHEREAS, the City of McCook, Nebraska (the "City"), has elected to join the Equalis Group Purchasing Cooperative (the "Cooperative"), a program that facilitates collaboration between public agencies in cooperative purchasing.

C. WHEREAS, the municipal code adopted by the City authorizes cooperative purchasing. Purchasing Procedure § 34.30(K).

D. WHEREAS, the City is authorized to enter into the Equalis Group Purchasing Cooperative by executing the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (a copy of which is attached hereto as **Exhibit A** incorporated herein by reference) pursuant to the Act. NEB. REV. STAT. § 13-2502.

E. WHEREAS, the City desires to participate and join with other public agencies in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions, and services relative to purchasing.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, as follows:

1. The City hereby authorizes the Mayor of the City of McCook to execute the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement.

2. That execution of this Resolution is conclusive evidence that the City Council, as the governing body for the City, has approved of this action and granted the authority described herein. The City Council warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Dated this 27th day of March, 2025.

CITY OF MCCOOK, NEBRASKA

By: /s/ Linda Taylor, Ex-officio Mayor
and President of the Council

ATTEST:

/s/ Lea Ann Doak, City Clerk-Treasurer



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Management Services Agreement ("**Lead Agencies**") with Equalis Group LLC ("**Equalis Group**") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member's procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____

**CITY MANAGER'S REPORT
MAY 19, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4A Approve The First Amendment to the Agreement between the City of McCook and Mammoth Sports Construction, LLC for the construction of the Gerald L. Walters Youth Sports Complex.

BACKGROUND:

As the City of McCook works through the excavation phase of construction for the PFC Gerald L. Walters Youth Sports Complex, an amendment to the initial agreement (ie. Package A) is needed to memorialize contract specifics as it relates to Phase II (ie. Package B). Package B includes the elements included in the horizontal construction of the PFC Gerald L. Walters Youth Sports Complex. In particular, Package B will include the construction of baseball fields, softball fields, soccer/multi-use fields, associated storm drainage, concrete flatwork/sidewalks and a gravel parking lot.

As has been discussed at prior McCook City Council meetings, the City of McCook has taken the required steps necessary under Nebraska Revised Statutes §13-2502 (ie. Nebraska Joint Public Agency Act) to qualify the project as a cooperative purchasing project. To this point, a copy of an opinion rendered by Austin McKillip of Cline, Williams, Wright, Johnson & Oldfather, LLP is attached to this report supporting the City of McCook's authority to procure construction services from Mammoth Sports Construction without undergoing the public bidding process, as all public bidding requirements were met by Equalis. The City of McCook has entered into a contract for the construction of the Youth Sports Complex with Equalis by resolution.

Attached to this report is the First Amendment to the Agreement between the City of McCook and Mammoth Sports Construction. As was discussed upon approval of the original agreement on April 21, 2025, this project will be performed through a series of negotiated contracts. The price for the Phase B portion of the contract is \$13,341,491. Per the agreement, 5% will be payable by June 15, 2025 with the remainder to be paid pursuant to a payment structure following the receipt of revenue generated by the sale of Bond Anticipation Notes set to occur in August of 2025.

Staff has referred the contract to the appropriate staff members, McCook City attorney, and Ellerbrock-Norris for comments and suggested changes. All suggested changes have been incorporated into the proposed contract.

For reference, a copy of the Package A Agreement, approved by the McCook City Council on April 21, 2025, is attached to this report.

A meeting of the McCook Sports Complex Committee was held on May 14, 2025 to review the components included in the Package B scope of work. The McCook Sports Complex Committee voted unanimously to recommend approval of the Package B scope of work to the McCook City Council.

Mammoth Sports Construction will have team members present at the May 19th McCook City Council meeting to take questions regarding the contract and project.

APPROVALS:



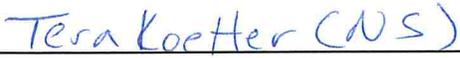
Nathan A. Schneider, City Manager

May 15, 2025



Lea Ann Doak, City Clerk

May 15, 2025



Tera Koetter, Assistant City Manager

May 15, 2025

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This First Amendment (“First Amendment”) is made as of the 19th day of May 2025 (“Effective Date”) between City of McCook, Nebraska (“Owner”), with a principal place of business at 505 West C St. McCook, NE 69001 and Mammoth Sports Construction, LLC (“Contractor”), a Kansas limited liability company with a principal place of business at 601 E. Wyandotte Street Meriden, Kansas 66512, for the construction of the McCook Sports Complex, further described herein as the “Project”. Hereinafter, Owner and/or Mammoth may be referred to individually as a “Party” or collectively as the “Parties.”

Whereas the Owner previously approved a written agreement on April 21, 2025 (Package “A” Construction Agreement”) which established terms and conditions as agreed by the Parties for the Project; and set forth the in the first instance, the details for the construction of Phase I of the McCook Sports Complex which were be specific to Earthwork and Mass Excavation and/or Grading (“Phase I and/or Package A”).

Whereas the McCook Sports Complex will be constructed in a series of phases, and therefore the Parties agree that written amendments, shall be needed from time to time, to set forth the Parties agreements for construction of phases of the Project; and

Whereas this First Amendment shall establish terms and conditions as agreed by the Parties for the Project; and set forth the in the second instance, the details for the construction of the McCook Sports Complex which shall be specific to construction (“Phase II and/or Package B”).

Article 1. Date of Commencement and Substantial Completion

- 1.1. Contractor shall commence Work on a date that is reasonable and practical based upon the availability of Owner’s facilities and the delivery of materials necessary to complete such Work. It is anticipated that all Work under this First Amendment will be completed as soon as reasonably possible following commencement of the Work, subject to any changes occurring under the terms and conditions of this First Amendment.
- 1.2. If the Contractor is delayed in the commencement or progress of the Contract Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professionals or Others; (b) Changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the work; (c) delay authorized by Owner pending dispute resolution or suspension by Owner; (d) delay in receiving authority and/or approval from governmental agencies necessary for the Project, including permitting; (e) transportation delays not



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reasonably foreseeable; (f) unavoidable accidents or circumstances; (g) adverse weather conditions, as determined by Contractor or manufacturers specifications on product/material installation, and (h) force majeure events as set forth under Section 11.6.

Article 2. General Provisions

- 2.1. The Parties hereby agree and stipulate that the transaction described in this First Amendment is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this First Amendment and made a part hereof as if more fully set forth herein; Mammoth Sports Construction & Equalis Group Publicly Procured Master Agreement Contract #COG-2138A. In the event of a conflict between this First Amendment and that Master Agreement Contract, this First Amendment will prevail.
- 2.2. This First Amendment may be amended only by written instrument signed by both the Owner and Contractor. In the event of conflict in the terms and conditions contained in the Contract Documents, this First Amendment shall take precedence over terms and conditions contained in any other contract documents for the Work.
- 2.3. The following documents are incorporated into this First Amendment and made a material part of this First Amendment, as if more fully set forth herein, and which shall be collectively described herein as the "Contract Documents".
 - (a) McCOOK SPORTS COMPLEX – Phase II/Package B; Exhibit B.1 – Scope of the Work, Allowances, Deviations & Clarifications – Project No. 24-4276 – Dated 05/13/2025.
 - (b) McCOOK SPORTS COMPLEX – Phase II/Package B; Exhibit B.2 – Drawings Log – Project No. 24-4276 – Incorporating the following:
 - a. Project No. 24-4276 McCook IFB Package B; Issued on 04/17/2025.
 - b. Project No. 24-4276 McCook Package B Addendum 1; Issued on 05/12/2025.
- 2.4. The term "Work" means all construction services required by, intended by, and included in the First Amendment, whether completed or partially completed, and includes all other labor, materials, equipment, parts, supplies, skills, supervision, transportation, services, and other facilities and things necessary, proper, or incidental for the Contractor to carry out and complete its obligations under the terms of the First Amendment. The Scope of Work for the Contractor is set forth in Section 6. For the purposes of this First Amendment, Site Excavation shall mean the removal of all materials necessary for Base



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Construction to commence on the Project. For the purposes of this First Amendment, Base Construction shall mean work necessary for earth excavation, placement of aggregate and/or drainage systems to prepare the worksite for installation of synthetic turf.

Article 3. Owner

- 3.1. If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site, within the Owner's reasonable control and possession.
- 3.2. Subject to the terms and conditions of this First Amendment, if the Contractor fails to correct Work which is not in accordance with the First Amendment, the Owner may direct the Contractor, in writing, to stop the Work until the correction is made.
- 3.3. Subject to the terms and conditions of this First Amendment, if the Contractor fails to carry out the Work in accordance with this First Amendment and after a seven (7) business day period from receipt of written notice from Owner to commence and continue correction of such failure with diligence and promptness, the Owner may, without prejudice to the other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due to the Contractor.

Article 4. Contractor

- 4.1. Execution of the First Amendment by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- 4.2. Before commencing activities, the Contractor shall:
 - (1) Take field measurements and verify field conditions;
 - (2) Compare such measurements and field conditions and other information known to the Contractor; and
 - (3) Promptly report errors, inconsistencies or omissions discovered to the Owner.
- 4.3. The Contractors shall provide and pay for labor, materials, equipment, tools, transportation and other facilities and services necessary for proper execution and completion of the Work.



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- 4.4. The Contractor shall perform the Work in accordance with the Contract Documents in a good and workmanlike manner and in an expeditious and economical manner consistent with the interest of the Owner; shall exercise the best degree of care, skill, and diligence in the performance of the Work and in accordance with and consistent with industry standards for similar projects; shall utilize its best skill, effort, and judgment in diligently performing the Work. Workmanship shall be of a quality to produce satisfactory results. This shall include, but not be limited to meaning, that all materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform, and joining of materials shall be flush and level, unless otherwise directed by the Owner or the Contract Documents. The Contractor warrants and represents that it has adequate resources to carry out the Work in a timely manner and as contemplated by the Contract Documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
- 4.5. The Contractor shall enforce strict discipline and good order among Contractor's employees, the employees of any approved subcontractor, and any other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 4.6. The Contractor warrants to the Owner that (1) materials and equipment will be of new and good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the First Amendment.
- 4.7. The Contractor shall confine operations at the site to areas permitted by the Owner and ensure best efforts to protect property of the Owner adjacent to the Project.
- 4.8. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, surplus material, and shall promptly dispose of waste materials.
- 4.9. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities transportation, and other facilities and services necessary for proper execution and completion of the Work. The Contract Sum includes the cost for all of the above and foregoing, unless otherwise specified in the Contract Documents.



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- 4.10. The Contract Sum within this First Amendment is based upon the pricing of fuel (gasoline and/or diesel) and materials required for the Project, as of the date of the Effective Date. In the event such fuel or material prices increase by fifty percent (50.0%) or more during the Project, the Contractor reserves the right to charge Owner additional fuel and/or material costs based on the tender price by Contractor's supplier, or alternatively Owner and Contractor may agree to deduct any such additional costs from Owner's construction contingency for the Project.
- 4.11. The Contractor will abide by all applicable policies, rules, and regulations of the Owner with respect to conduct, including smoking, access to the Project, parking of vehicles, tree preservation, and entry to any adjacent facilities that are owned by the Owner.
- 4.12. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project, including, without limitations, lavatories, toilets, entrance, and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules, regulations promulgated by the Owner in connection with the use and occupancy of the Project and the building, policies, and procedures, as amended from time to time.
- 4.13. The Contractor shall pay sales, consumer, use and similar taxes that are legally required. If the Project is exempt from certain local and/or state sales and use taxes, the Owner shall provide to Contractor a Sales Tax-Exempt Certificate. The Contractor shall take all appropriate action to obtain such exemptions or refunds of taxes paid and shall not charge the Owner for any such taxes. The Contractor shall pay all applicable sales and use taxes required to be paid in performing the Work, and such payments shall be included in the Costs of the Work. The Contractor shall furnish such data as may be necessary to enable the Owner to obtain any refunds of such taxes that may be available under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of its Subcontractors comply with the preceding tax requirements and to maintain such records and furnish Contractor with such data as may be necessary to obtain refunds to the taxes paid by such subcontractors. The Contractor shall comply with all laws applicable to the Work and in connections with this First Amendment and shall comply with and give notice required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.



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- 4.14. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall schedule and perform the Work in a manner that does not compromise the safety to the students, customers, and visitors, and does not unreasonably disrupt or interfere with the continuing normal routine of the Owner.
- 4.15. Contractor shall be responsible and accountable for occupational health, safety and environmental matters related to the performance of the Work including but not limited to, (i) safety of Contractor's Personnel, Subcontractor's Personnel, invitees, and any other person and all property affected by the performance of the Work, and (ii) the provision of measures to prevent contamination of the environment whether air, ground, water, flora or fauna, as a result of the performance of the Work. Contractor shall monitor and make reasonable efforts to ensure that all hazardous chemicals, materials, wastes or goods utilized or created in the performance of the Work, are transported, stored used or disposed of in accordance with good industry and environmental practice and all applicable laws.
- 4.16. The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- 4.17. To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 4.16 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than



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the Work itself), except to the extent that such damage, loss, or expense is due to the intentional acts or gross negligence of the party seeking indemnity.

- 4.18. If, without gross negligence on the part of the Contractor, the Contractor is required to take action either before, during or after the Project, and/or held liable, by a governmental agency for the identification, testing, remediation, abatement, mitigation, removal or relocation of hazardous material(s) or substance(s) which exist upon or within Owner's property, or result from Contractor performing the Work as required by the Contract Documents, the Owner shall reimburse to the Contractor all cost and expense thereby incurred by the Contractor to complete such action, and any such cost and expense shall be paid in addition to the Contract Sum stated in Article 6.
- 4.19. To the fullest extent permitted by law, the Contractor assumes liability for, and agrees to defend, indemnify, protect, and hold harmless the Owner, its Successors, Assigns, Affiliates, Trustees, Officers, Contractors, Employees, and Agents (All of the prior parties individually and collectively, the "Owner's related parties"), from and against, all liabilities, obligations, fines, demands, judgments, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including court costs and reasonable attorneys' fees) of every kind or character (A) arising from any breach, violation or non-performance of any term, provision, covenant, agreement, or condition of this the Contract Documents; (B) recovered from or asserted against any of the Owner's related parties on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused, either approximately or remotely, wholly or in parts, by any act, omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees, contractors, or invitees or of any other person while on the Owner's property under or with the express or implied invitation or permission of the Contractor; (C) suffered by, recovered from or asserted against any of the Owner's related parties by the contractor's employees, agents, servants, contractors or invitees. Such indemnification of any of the Owner's related parties by the Contractor shall be effective unless such damage results from the negligence or misconduct of the Owner or any of its duly authorized agents or employees. This indemnification requirement survives expiration or earlier termination of this First Amendment and the Contract Documents.
- 4.20. To the fullest extent permitted by law, the Contractor and Owner shall indemnify, defend, and protect each other and any related parties from any claims involving infringements or patents and/or copyrights. Nothing contained in this First Amendment, or any Contract Document shall constitute a waiver of or operate to waive or abrogate any immunities to which the Owner is entitled by law.



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Article 5. Changes in the Work

- 5.1. The Owner may order changes in the Work consisting of additions, substitutions, deletions, or other revisions. The Contractor Sum and applicable time periods to complete the Work shall be adjusted accordingly in writing, as a result of any such Change Orders. Such orders shall be in writing and shall be binding on the Owner and the Contractor. The Contractor shall carry out such orders promptly.
- 5.2. Substitutions will be permitted in accordance with the following guidelines:
- a. Where a definite material is specified, it is not the intent to discriminate against any “approved equal” product of another manufacturer. It is the intent to set a definite standard.
 - b. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when required by the Owner.
 - c. The materials, products and equipment establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
 - d. No substitution will be considered prior to receipt of a Change Order unless written requests for approval have been received by the Owner at least five (5) days prior to the date for receipt of a Change Order. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. Information shall be submitted in a format that compares the proposed product in a direct comparison to the specified product. A statement setting forth changes in other materials, equipment or other portion of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner’s decision of approval/disapproval of a proposed substitution shall be final.
 - e. If the Owner approves a proposed substitution prior to receipt of a Change Order, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.



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- f. No substitutions will be considered after the First Amendment is fully executed unless specifically provided in the Contract Documents.
 - g. No substitution shall be made unless authorized in writing, by the Owner.
 - h. If a substitution is approved by Owner, all bidders shall base their proposal on the material or specialty specified in the request for proposal. Any proposal for substitution shall be submitted within 10 days after the award of the Contract or Change Order approving the substitution.
 - i. Should a substitution be accepted, and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guaranty period, the Contractor shall replace this material or equipment with that which was originally specified, without cost to the Owner.
- 5.3. If concealed or unknown physical conditions are encountered at the Project that differ materially from those presented by Owner or from those conditions ordinarily found to exist, the Contract Sum and time period to complete the Work shall be subject to equitable adjustment, as agreed upon in writing by Owner and Contractor.
- 5.4. Acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to, impact or delay damages, arising from the subject matter of the Change Order, or attorney's fees and costs arising from a dispute with a Subcontractor over the Change Order.

Article 6. Contract Sum

- 6.1. The Contract Sum stated below is the total amount payable by the Owner to the Contractor for performance of the Work.

The Total Contract Sum for Phase II/Package B shall be as follows:

Scope Summary: Construction of baseball fields, softball fields, soccer/multi-use fields, associated storm drainage, concrete flatwork/sidewalks and gravel parking lot, all for the McCook Sports Complex, as set forth herein and within the Contract Documents.

TOTAL CONTRACT SUM: \$13,341,491.00



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- 6.2. The Total Contract Sum shall include all items and services identified in the Scope of Work, and any other items and services necessary for the proper execution and completion of the Work, subject to any Change Order of Owner or as further agreed by Owner and Contractor in writing.

Article 7. Payment

- 7.1. Based on the Contractor's Application for Payment, the Owner shall pay the Contractor as follows:

- Five percent (5.0%) of the Total Contract Sum for Phase II/Package B due from Owner to Contractor on/or before June 15, 2025.
- Based on the Contractor's Application for Payment, the Owner shall pay the remaining Contract Sum to Contractor as follows:

Contractor shall periodically submit Applications for Payments for Work performed to Owner on the Project, but no more than two (2) Applications for Payment may be submitted within any thirty (30) day period. Owner shall have thirty (30) calendar days upon receipt of said Applications for Payment to make payment accordingly.

The Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the Contract Sum stated in this First Amendment. The Application is subject to Owner's approval and shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

- 7.2. If Owner approves a Change Order, Contractor shall have the option of submitting payment applications to the Owner for Work performed under the Change Order, separately from the payment schedules set forth in Section 7.1, by:



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(1) submitting payment application to Owner upon work substantially complete under the Change Order; or

(2) submitting a payment application to Owner based upon percentage of work complete, if the duration of the work under the Change Order is expected to be more than thirty (30) calendar days.

In either event, Owner agrees to issue payment to Contractor for any such application for payment within thirty (30) calendar days from receipt thereof.

- 7.3. The Owner agrees that all payments due and owing under this First Amendment shall be made through Owner issued check, or as otherwise agreed to by Owner and Contractor in writing.
- 7.4. The Contractor warrants that a clean title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment of that specific Application for Payment. All Applications for Payment will include Lien Waivers, either partial or final based on the Application for Payment.
- 7.5. Payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interest. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interest, or encumbrance filed by the Contractor, subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.
- 7.6. The Contractor shall pay each subcontractor and/or supplier in an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- 7.7. The Owner shall have no responsibility for payments to a subcontractor or supplier.
- 7.8. If any amounts due by Owner to Contractor remain unpaid after 30 days of Owner's receipt of Contractor's invoice or payment application, such unpaid amounts shall bear interest from the due date until paid at a rate equal to 1.5% per month or the maximum allowed by law.



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Article 8. Insurance

The Contractor Shall provide and maintain the following insurance coverage for all Work performed under this First Amendment.

Commercial General Liability

- \$1,000,000 per event
- \$2,000,000 annual aggregate

Commercial Auto

- Combined Single Limit \$1,000,000

Workers Compensation

- Statutory Limits
- Employers Liability Limits of \$1,000,000

Umbrella Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

Professional & Pollution Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

- 8.1 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under this First Amendment. The Contractor shall provide certificate of insurance showing their respective coverages prior to commencement of the Work with the Owner and Owner's related parties listed as additional insured.
- 8.2 Contractor is required to obtain Certificates of Insurance with same requirements from Subcontractors and provide to the Owner.
- 8.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Article 8 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice



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has been given to the Owner. To the extent required, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, may be submitted with the final Application for Payment as required by Section 9.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required.

Article 9. Substantial Completion

- 9.1. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete so the Owner can occupy and/or utilize the Work for its intended use.
- 9.2. The Work as set out herein will not be considered Substantially Complete unless and until the performance of the Work is to the point where (1) all Project components included in the Scope of Work are installed properly and are operational; (2) as to such Work, all required governmental inspections and certification required for the Work and of Contractor have been made and posted; (3) as to such work, all the required finishes included in the Scope of Work, if any, are in place; (4) the Work can be used by the Owner for its intended purpose; (5) a final completion list has been prepared by Contractor and approved by Owner; and (6) applicable lien waivers and guarantees for Work completed to that date have been delivered to Owner.
- 9.3. When the Contractor deems that the Work or designated portion thereof is Substantially Complete, the Owner will inspect to determine whether the work is Substantially Complete. Upon approval by the Owner, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Any warranties, if applicable, shall commence on the date of Substantial Completion of the Work or designed portion thereof unless otherwise provided in the Certificate of Substantial Completion.

Article 10. Termination

- 10.1. Termination by the Contractor. Contractor may declare default and terminate the First Amendment if Owner has not made payment of sums due on an approved Application for Payment, or otherwise breaches any provision of the Contract Documents, within ten (10) business days of Owner's receipt of a written demand from Contractor for such payment. In the event of default by Owner, the Contractor may terminate the First Amendment and



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recover from the Owner payment for Work executed and for actual proven unrecoverable loss with respect to materials, equipment, tools, construction equipment and machinery purchased prior to the time the event of default by Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the Contract whether provided in the First Amendment or as a matter of equity or law.

10.2. Termination by the Owner. Subject to the Owner providing detailed and written notice of an alleged fault and providing Contractor fifteen (15) business days to reasonably cure any such alleged default, the Owner may terminate the First Amendment if the Contractor:

- a) Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b) Fails to make payment to Subcontractors for materials or labor in accordance with the respective terms and conditions of the agreements between the Contractor and the subcontractors;
- c) Repeatedly disregards laws, ordinances, or rules, regulations or orders of the Owner or a public authority having jurisdiction;
- d) Repeatedly fails to perform the work in a good and workmanlike manner or repeatedly fails to correct a defect or non-conforming work; or otherwise breaches any provision of the Contract Documents.

10.2.1. Subject to Section 10.2, the Owner, may, without prejudice to any other rights or remedies of the Owner or Contractor, and after giving the Contractor's surety, if any, ten (10) business days advanced written notice to reasonably cure, terminate Contractor and may take possession of all materials, equipment, tools, appliances, and other items that have been purchased or provided by payments to the Contractor for the performance of the Work and may complete the Work. In the event of termination under this Article 10.2, Contractor shall not be entitled to receive any further payments under the First Amendment. If the costs of finishing the Work exceed the unpaid balance of the Contract Sum, such excess shall be paid by the Contractor to the Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the Owner whether provided in the First Amendment or by law, including the right to stop Work under any applicable provision of the First Amendment.

Article 11. Miscellaneous Provisions

11.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law in connection with



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performance of the Work. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or part by the Contractor, or by anyone for whose acts the Contractor may be liable.

- 11.2. Upon written request of the Owner, information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- 11.3. Unless otherwise stated herein, the Contractor shall arrange for tests, inspections and approvals of portions of the Work required by the First Amendment or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, with Contractor and Owner further agreeing herein how such costs should be paid.
- 11.4. If default should occur under this First Amendment, then each party shall have such rights and remedies as may be available to it at law and/or in equity. The failure by any party hereto to exercise or elect, and any delay by such party in exercising or electing, any right or remedy hereunder shall not constitute a waiver of any such right or remedy. The exercise by any party hereto of any right or remedy hereunder shall not preclude the exercise of any other right or remedy, and the remedies and rights provided herein are cumulative and not exclusive of any rights or remedies provided at law or in equity.
- 11.5. To the extent allowed by law, in the event a dispute should arise from this First Amendment, the prevailing party shall be entitled to attorneys' fees and all costs of enforcement and/or litigation against the non-prevailing party.
- 11.6. The Owner agrees the Contractor shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic



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activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication, or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Contractor ("Force Majeure Event"). In the event of Force Majeure, the Owner agrees that all dates by which performance of the Contractor's obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Contractor, and furthermore that the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of suspension, shutdown, work stoppage, delay, re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Contractor, in the event of Force Majeure, execute a Change Order, as set forth in the Construction First Amendment, to adjust the Contract Sum, Contract Time and any other cost or expense because of each Force Majeure Event.

- 11.7. Consent to Contractor's Use of Project Information. The Contractor, its subsidiaries and/or affiliates, may develop and/or capture information, including but not limited to photographs, videos, and general data, as related to Project, or Contractor's work on the Project, for use in Contractor's business portfolio or as related to Contractor's marketing and advertising ("Promotional Work"). The Owner acknowledges and understands that the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, signage, as related to the Project, may be captured in such Promotional Work. The Owner further consents and agrees that the Contractor may use the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, and signage, as captured in the Promotional Work in connection with the Contractor's products and services, or the products and services provided by Contractor's subsidiaries and affiliates. Such consent and agreement of Owner herein shall apply during the term of this First Amendment and survive thereafter, without limitation, and allow the Contractor, its subsidiaries and/or affiliates, to continue to use the Promotional Work as developed and/or captured.

Article 12. Severability of First Amendment

- 12.1 If any term or provision of this First Amendment is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this First Amendment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this First Amendment. If any provision or part thereof of this First Amendment is stricken in



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accordance with the provisions of this Article, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Article 13. Time of the Essence

13.1 Time is of the essence in respect to all provisions of this First Amendment that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this First Amendment.

Article 14. Survival

14.1 Except as otherwise expressly provided in this First Amendment, representations, warranties, and covenants contained in this First Amendment, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this First Amendment, shall survive the date of this First Amendment.

Article 15. Ambiguities

15.1 Each Party, and its respective legal counsel, have participated fully in the review and revision of this First Amendment. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this First Amendment. The language in this First Amendment shall be interpreted as to its fair meaning and not strictly for or against any party.

Article 16. Waiver

16.1 No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this First Amendment shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.

Article 17. Headings

17.1 The headings in this First Amendment are included for convenience only and shall neither affect the construction or interpretation of any provision in this First Amendment nor affect any of the rights or obligations of the parties to this First Amendment.



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Article 18. Counterpart & Electronic Signatures

18.1 This First Amendment shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute but one and the same instrument. The parties hereto acknowledge and agree that this First Amendment may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include digital versions of an original signature or electronically scanned and transmitted versions (e.g., via DocuSign) of an original signature.

Article 19. Representation on Authority of Parties/Signatories

19.1 Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. Each party represents and warrants to the other that the execution and delivery of this First Amendment and the performance of such party's obligations hereunder have been duly authorized and that the First Amendment is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Article 20. Assignment

20.1 Neither party shall voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this First Amendment or the proceeds thereof (collectively, "Assignment"), without the other party's prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this First Amendment and any Assignment in violation of this provision shall be null and void.

Article 21. Choice of Law & Dispute Resolution

21.1. All matters arising out of or related to this First Amendment shall be subject to, governed by, and construed according to the laws of the State of Nebraska, and jurisdiction and venue of any suit arising out of or related to this First Amendment shall reside only in courts located in the State of Nebraska.

21.2. Except for a claim of injunctive relief, and subject to any applicable cure provision, before Owner or Contractor initiates any court proceeding or enforcement proceeding in



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connection with any alleged breach of this First Amendment, the Parties shall first participate in a mediation. The mediation shall be attended in person by an officer of each Party with decision-making authority, counsel for any Party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the Parties. The mediation shall take place at a location agreeable to the Parties, or in the alternative, at a location designated by the mediator. The Parties shall, in equal shares, pay all costs and expenses of such mediation, and the Parties shall each pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than ninety (90) days after either Party notifies the other, in writing, that mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse, the Parties shall proceed in accordance with the provisions of Section 21.3.

- 21.3. Subject to first complying with Section 21.2, in the event of any controversy, dispute or claim arising out of or related to this First Amendment, or the interpretation, breach, termination or validity hereof, including a claim for injunctive relief, a Party shall submit such controversy, dispute or claim to the District Court of Red Willow County, Nebraska. Each of the Parties to this First Amendment hereby waives any objection based upon *forum non conveniens*, and any objection to venue of any action instituted by or through this First Amendment in the aforementioned Court and consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

Article 22. Entire First Amendment

- 22.1 This First Amendment, the Contract Documents and all exhibits incorporated, contains the entire agreement of the parties, and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly set forth herein. This First Amendment may not be changed or terminated orally but may only be changed by an agreement in writing signed by the parties hereto.



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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the day and year first above written.

Owner:

City of McCook, Nebraska

By: _____

Print Name/Title: _____

Date: _____

Contractor:

Mammoth Sports Construction, LLC

By: _____

Print Name/Title: Jacob Farrant, CEO

Date: _____



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McCook Sports Complex

Exhibit B.1 – Scope of the Work, Allowances, Deviations & Clarifications – Project No. 24-4276 – Dated 05/13/2025.

The Scope of Work, Allowances, Deviations & Clarifications for Package B of the Project is set forth as follows:

Contract Pricing

- a. Pricing is based on the following documents:
 - i. McCOOK SPORTS COMPLEX – Phase II/Package B; Exhibit B.1 – Scope of the Work, Allowances, Deviations & Clarifications – Project No. 24-4276 – Dated 05/13/2025.
 - ii. McCOOK SPORTS COMPLEX – Phase II/Package B; Exhibit B.2 – Drawings Log – Project No. 24-4276 – Incorporating the following:
 1. Project No. 24-4276 McCook IFB Package B; Issued on 04/17/2025.
 2. Project No. 24-4276 McCook Package B Addendum 1; Issued on 05/12/2025.
 - iii. Owner’s execution of this First Amendment on or before May 20, 2025.
- b. Scope of Work Summary: Construction of baseball fields, softball fields, soccer/multi-use fields, associated storm drainage, concrete flatwork/sidewalks and gravel parking lot, all for the McCook Sports Complex, as set forth herein and within the Contract Documents.
- c. Pricing is subject to the terms and conditions of the First Amendment, allowances, and deviations stated herein, if any.

Any cost breakdowns and/or breakouts provided in this document, or separately, are intended to be utilized for accounting purposes only and not intended to provide “line-item guarantees”. Budgets included in this contract are not included as line-item allowances, these budgets are included for use by the Contractor to track the cost of the work items as required. Individual costs may overrun, underrun, or be used for other items not specifically outlined as a budget item as required to complete the work.



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**Potential costs that may be incurred after/during design investigation:

1. Site Investigation: (a) For unknown defects discovered during construction.
2. Local/City/Governing Jurisdiction Review Comments and/or Requirements, including but not limited to: (a) SWPP - Storm Water Protection Plan or Erosion Control Plan; (b) Permitting; (c) Special Conditions for Usage.
3. Owner Changes after execution of this First Amendment.
4. Changes derived from the terms and conditions of this First Amendment.

General Conditions and Clarifications

1. Sales tax is excluded. Upon execution of this First Amendment, Owner is to provide Contractor a project tax exemption certificate. In the event that Owner is unable to provide such project tax exemption certificate, the Owner agrees that Contract Sum shall be increased by the amount of sales tax due via written Change Order.
2. Prevailing and/or Union wages and benefits are excluded.
3. General Liability insurance is included.
4. Supervision and mobilization are included.
5. Construction permitting is included.
6. Payment, Performance and/or Statutory bonds, and associated fees are included.
7. All necessary tools, equipment and personal protective equipment are included.
8. Standard 1-year workmanship warranty is included.
9. The Contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule, which shall not increase the Contract Sum unless other agreed in writing between Owner and Contractor.
10. Unforeseen and/or unknown subsurface conditions, including burial remains and/or artifacts, and removal of underground structures, remains or artifacts are excluded.
11. Site Security is excluded.
12. Development fees are excluded.
13. Construction & Special Testing for known components of the Project are included.
14. Testing or identification of hazardous materials or substances at the Project before, during or after the Work, is excluded.
15. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the Owner's name and paid by Owner.
16. The Owner shall provide structurally capable ingress/egress for ALL of Contractor's personnel, equipment, and materials and staging within the Project Site. Construction traffic shall be expected at the work site, and upon surrounding streets and roads, for the



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duration of this First Amendment, including but not limited to heavy machinery use, semi-tractor and dump truck travel and the delivery of construction materials necessary for the Work. The Contractor is NOT responsible for wear and tear to streets or roads on or adjacent to the work site due to construction traffic ingress/egress to the work site.

17. Contractor requires, and Owner shall provide, a suitable staging area with the Project Site. The staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. The Contractor shall not be liable for any damage to the staging area or existing surfaces unless such damage is caused by Contractor's intentional misconduct or gross negligence.

18. Any item or scope of work not specifically listed above or below is excluded.

Allowances

1. None.

Alternates For Owner's Selection

1. None.

Plan Deviations

1. None.



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McCook Sports Complex

Exhibit B.2 - Phase II/Package B - Drawings Log – Project No. 24-4276

Incorporating the following:

1. Project No. 24-4276 McCook IFB Package B; Issued on 04/17/2025.
2. Project No. 24-4276 McCook Package B Addendum 1; Issued on 05/12/2025.



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Package "A"
Approved by Council 4/21

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This Agreement made as of the 21st day of April 2025 ("Effective Date") between City of McCook, Nebraska ("Owner"), with a principal place of business at 505 West C St. McCook, NE 69001 and Mammoth Sports Construction, LLC ("Contractor"), a Kansas limited liability company with a principal place of business at 601 E. Wyandotte Street Meriden, Kansas 66512, for the construction of the McCook Sports Complex, further described herein as the "Project". Hereinafter, Owner and/or Mammoth may be referred to individually as a "Party" or collectively as the "Parties."

Whereas the McCook Sports Complex will be constructed in a series of phases, and therefore the Parties agree that this Agreement shall be amended, as needed and from time to time, to set forth the Parties agreements for construction of phases of the Project; and

Whereas this Agreement shall establish terms and conditions as agreed by the Parties for the Project; and set forth the in the first instance, the details for the construction of Phase I of the McCook Sports Complex which shall be specific to Earthwork and Mass Excavation and/or Grading ("Phase I and/or Package A").

Article 1. Date of Commencement and Substantial Completion

- 1.1. Contractor shall commence Work on a date that is reasonable and practical based upon the availability of Owner's facilities and the delivery of materials necessary to complete such Work. It is anticipated that all Work under this Agreement will be completed as soon as reasonably possible following commencement of the Work, subject to any changes occurring under the terms and conditions of this Agreement.
- 1.2. If the Contractor is delayed in the commencement or progress of the Contract Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professionals or Others; (b) Changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the work; (c) delay authorized by Owner pending dispute resolution or suspension by Owner; (d) delay in receiving authority and/or approval from governmental agencies necessary for the Project, including permitting; (e) transportation delays not reasonably foreseeable; (f) unavoidable accidents or circumstances; (g) adverse weather conditions, as determined by Contractor or manufacturers specifications on product/material installation, and (h) force majeure events as set forth under Section 11.6.



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Article 2. General Provisions

- 2.1. The Parties hereby agree and stipulate that the transaction described in this Agreement is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this Agreement and made a part hereof as if more fully set forth herein; Mammoth Sports Construction & Equalis Group Publicly Procured Master Agreement Contract #COG-2138A. In the event of a conflict between this Agreement and that Master Agreement Contract, this Agreement will prevail.
- 2.2. This Agreement may be amended only by written instrument signed by both the Owner and Contractor. In the event of conflict in the terms and conditions contained in the Contract Documents, this Agreement shall take precedence over terms and conditions contained in any other contract documents for the Work.
- 2.3. The following documents are incorporated into this Agreement and made a material part of this Agreement, as if more fully set forth herein, and which shall be collectively described herein as the "Contract Documents".
 - (a) McCOOK SPORTS COMPLEX – Phase I/Package A; Exhibit A.1 – Scope of the Work, Allowances & Deviations – Project No. 24-0276 – Dated 4/7/2025.
 - (b) McCOOK SPORTS COMPLEX – Phase I/Package A; Exhibit A.2 - Bid/Plan Set – Project No. 24-0276 – Dated 3/14/2025.
- 2.4. The term "Work" means all construction services required by, intended by, and included in the Agreement, whether completed or partially completed, and includes all other labor, materials, equipment, parts, supplies, skills, supervision, transportation, services, and other facilities and things necessary, proper, or incidental for the Contractor to carry out and complete its obligations under the terms of the Agreement. The Scope of Work for the Contractor is set forth in Section 6. For the purposes of this Agreement, Site Excavation shall mean the removal of all materials necessary for Base Construction to commence on the Project. For the purposes of this Agreement, Base Construction shall mean work necessary for earth excavation, placement of aggregate and/or drainage systems to prepare the worksite for installation of synthetic turf.



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Article 3. Owner

- 3.1. If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.
- 3.2. If the Contractor fails to correct Work which is not in accordance with the Agreement, the Owner may direct the Contractor, in writing, to stop the Work until the correction is made.
- 3.3. If the Contractor fails to carry out the Work in accordance with this Agreement and after a seven (7) business day period from receipt of written notice from Owner to commence and continue correction of such failure with diligence and promptness, the Owner may, without prejudice to the other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due to the Contractor.

Article 4. Contractor

- 4.1. Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- 4.2. Before commencing activities, the Contractor shall:
 - (1) Take field measurements and verify field conditions;
 - (2) Compare such measurements and field conditions and other information known to the Contractor; and
 - (3) Promptly report errors, inconsistencies or omissions discovered to the Owner.
- 4.3. The Contractors shall provide and pay for labor, materials, equipment, tools, transportation and other facilities and services necessary for proper execution and completion of the Work.
- 4.4. The Contractor shall perform the Work in accordance with the Contract Documents in a good and workmanlike manner and in an expeditious and economical manner consistent with the interest of the Owner; shall exercise the best degree of care, skill, and diligence in the performance of the Work and in accordance with and consistent with industry



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standards for similar projects; shall utilize its best skill, effort, and judgment in diligently performing the Work. Workmanship shall be of a quality to produce satisfactory results. This shall include, but not be limited to meaning, that all materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform, and joining of materials shall be flush and level, unless otherwise directed by the Owner or the Contract Documents. The Contractor warrants and represents that it has adequate resources to carry out the Work in a timely manner and as contemplated by the Contract Documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

- 4.5. The Contractor shall enforce strict discipline and good order among Contractor's employees, the employees of any approved subcontractor, and any other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 4.6. The Contractor warrants to the Owner that (1) materials and equipment will be of new and good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement.
- 4.7. The Contractor shall confine operations at the site to areas permitted by the Owner and ensure best efforts to protect property of the Owner adjacent to the Project.
- 4.8. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, surplus material, and shall promptly dispose of waste materials.
- 4.9. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities transportation, and other facilities and services necessary for proper execution and completion of the Work. The Contract Sum includes the cost for all of the above and foregoing, unless otherwise specified in the Contract Documents.
- 4.10. The Contract Sum within this Agreement is based upon the pricing of fuel (gasoline and/or diesel) and materials required for the Project, as of the date of the Effective Date. In the event such fuel or material prices increase by fifty percent (50.0%) or more during the Project, the Contractor reserves the right to charge Owner additional fuel and/or material costs based on the tender price by Contractor's supplier, or alternatively Owner and



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Contractor may agree to deduct any such additional costs from Owner's construction contingency for the Project.

- 4.11. The Contractor will abide by all applicable policies, rules, and regulations of the Owner with respect to conduct, including smoking, access to the Project, parking of vehicles, tree preservation, and entry to any adjacent facilities that are owned by the Owner.
- 4.12. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project, including, without limitations, lavatories, toilets, entrance, and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules, regulations promulgated by the Owner in connection with the use and occupancy of the Project and the building, policies, and procedures, as amended from time to time.
- 4.13. The Contractor shall pay sales, consumer, use and similar taxes that are legally required. If the Project is exempt from certain local and/or state sales and use taxes, the Owner shall provide to Contractor a Sales Tax-Exempt Certificate. The Contractor shall take all appropriate action to obtain such exemptions or refunds of taxes paid and shall not charge the Owner for any such taxes. The Contractor shall pay all applicable sales and use taxes required to be paid in performing the Work, and such payments shall be included in the Costs of the Work. The Contractor shall furnish such data as may be necessary to enable the Owner to obtain any refunds of such taxes that may be available under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of its Subcontractors comply with the preceding tax requirements and to maintain such records and furnish Contractor with such data as may be necessary to obtain refunds to the taxes paid by such subcontractors. The Contractor shall comply with all laws applicable to the Work and in connections with this Agreement and shall comply with and give notice required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- 4.14. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall schedule and perform the Work in a manner that does not compromise the safety to the students, customers, and visitors, and does not unreasonably disrupt or interfere with the continuing normal routine of the Owner.



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- 4.15. Contractor shall be responsible and accountable for occupational health, safety and environmental matters related to the performance of the Work including but not limited to, (i) safety of Contractor's Personnel, Subcontractor's Personnel, invitees, and any other person and all property affected by the performance of the Work, and (ii) the provision of measures to prevent contamination of the environment whether air, ground, water, flora or fauna, as a result of the performance of the Work. Contractor shall monitor and make reasonable efforts to ensure that all hazardous chemicals, materials, wastes or goods utilized or created in the performance of the Work, are transported, stored used or disposed of in accordance with good industry and environmental practice and all applicable laws.
- 4.16. The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- 4.17. To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 4.16 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the intentional acts or gross negligence of the party seeking indemnity.
- 4.18. If, without gross negligence on the part of the Contractor, the Contractor is required to take action either before, during or after the Project, and/or held liable, by a governmental agency for the identification, testing, remediation, abatement, mitigation,



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removal or relocation of hazardous material(s) or substance(s) which exist upon or within Owner's property, or result from Contractor performing the Work as required by the Contract Documents, the Owner shall reimburse to the Contractor all cost and expense thereby incurred by the Contractor to complete such action, and any such cost and expense shall be paid in addition to the Contract Sum stated in Article 6.

- 4.19. To the fullest extent permitted by law, the Contractor assumes liability for, and agrees to defend, indemnify, protect, and hold harmless the Owner, its Successors, Assigns, Affiliates, Trustees, Officers, Contractors, Employees, and Agents (All of the prior parties individually and collectively, the "Owner's related parties"), from and against, all liabilities, obligations, fines, demands, judgments, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including court costs and reasonable attorneys' fees) of every kind or character (A) arising from any breach, violation or non-performance of any term, provision, covenant, agreement, or condition of this the Contract Documents; (B) recovered from or asserted against any of the Owner's related parties on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused, either approximately or remotely, wholly or in parts, by any act, omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees, contractors, or invitees or of any other person while on the Owner's property under or with the express or implied invitation or permission of the Contractor; (C) suffered by, recovered from or asserted against any of the Owner's related parties by the contractor's employees, agents, servants, contractors or invitees. Such indemnification of any of the Owner's related parties by the Contractor shall be effective unless such damage results from the negligence or misconduct of the Owner or any of its duly authorized agents or employees. This indemnification requirement survives expiration or earlier termination of this Agreement and the Contract Documents.
- 4.20. To the fullest extent permitted by law, the Contractor and Owner shall indemnify, defend, and protect each other and any related parties from any claims involving infringements or patents and/or copyrights. Nothing contained in this Agreement, or any Contract Document shall constitute a waiver of or operate to waive or abrogate any immunities to which the owner is entitled by law.

Article 5. Changes in the Work

- 5.1. The Owner may order changes in the Work consisting of additions, substitutions, deletions, or other revisions. The Contractor Sum and applicable time periods to complete the Work shall be adjusted accordingly in writing, as a result of any such Change



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Orders. Such orders shall be in writing and shall be binding on the Owner and the Contractor. The Contractor shall carry out such orders promptly.

5.2. Substitutions will be permitted in accordance with the following guidelines:

- a. Where a definite material is specified, it is not the intent to discriminate against any "approved equal" product of another manufacturer. It is the intent to set a definite standard.
- b. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when required by the Owner.
- c. The materials, products and equipment establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- d. No substitution will be considered prior to receipt of a Change Order unless written requests for approval have been received by the Owner at least five (5) days prior to the date for receipt of a Change Order. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. Information shall be submitted in a format that compares the proposed product in a direct comparison to the specified product. A statement setting forth changes in other materials, equipment or other portion of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval/disapproval of a proposed substitution shall be final.
- e. If the Owner approves a proposed substitution prior to receipt of a Change Order, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- f. No substitutions will be considered after the Agreement is fully executed unless specifically provided in the Contract Documents.
- g. No substitution shall be made unless authorized in writing, by the Owner.



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- h. If a substitution is approved by Owner, all bidders shall base their proposal on the material or specialty specified in the request for proposal. Any proposal for substitution shall be submitted within 10 days after the award of the Contract or Change Order approving the substitution.
 - i. Should a substitution be accepted, and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guaranty period, the Contractor shall replace this material or equipment with that which was originally specified, without cost to the Owner.
- 5.3. If concealed or unknown physical conditions are encountered at the Project that differ materially from those presented by Owner or from those conditions ordinarily found to exist, the Contract Sum and time period to complete the Work shall be subject to equitable adjustment, as agreed upon in writing by Owner and Contractor.
- 5.4. Acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to, impact or delay damages, arising from the subject matter of the Change Order, or attorney's fees and costs arising from a dispute with a Subcontractor over the Change Order.

Article 6. Contract Sum

- 6.1. The Contract Sum stated below is the total amount payable by the Owner to the Contractor for performance of the Work.

The Total Contract Sum for Phase I shall be the Base Price plus the Alternates that Owner selects below: (Owner should place a check mark next to each alternate being selected).

Scope: Earthwork and Mass Grading and/or Excavation for the McCook Sports Complex.

BASE PRICE: \$861,850.00

ALTERNATES FOR OWNER'S SELECTION:

- Add \$33,750.00: To provide a construction entrance for the McCook Sports Complex, as designed to come off the future "T" street for the City of McCook, per the approved design/plan set.**



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Based on the selections above, Owner agrees to pay Contractor a Total Contract Sum for Phase I in the amount of \$ 895,600. (Base Price plus Alternates Selected at Contract Execution)

- 6.2. In the event Alternates are not selected at the time of Contract execution, the Owner shall have ten (10) calendar days from Contract execution to advise Contractor, in writing, of their selection of any Alternates to be added to the Contract Sum via change order.
- 6.3. The Contract Sum shall include all items and services identified in the Scope of Work, and any other items and services necessary for the proper execution and completion of the Work, subject to any Change Order of Owner or as further agreed by Owner and Contractor in writing.

Article 7. Payment

- 7.1. Based on the Contractor's Application for Payment, the Owner shall pay the Contractor as follows:
 - 25% of the Contract Sum amount due within ten (10) business days of complete execution of this Agreement.
 - Based on the Contractor's Application for Payment, the Owner shall pay the remaining Contract Sum to Contractor as follows:

Contractor shall periodically submit Applications for Payments for Work performed to Owner on the Project, but no more than two (2) Applications for Payment may be submitted within any thirty (30) day period. Owner shall have thirty (30) calendar days upon receipt of said Applications for Payment to make payment accordingly.

The Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the Contract Sum stated in this Agreement. The Application is subject to Owner's approval and shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may



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similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

- 7.2. If Owner approves a Change Order, Contractor shall have the option of submitting payment applications to the Owner for Work performed under the Change Order, separately from the payment schedules set forth in Section 7.1, by:

(1) submitting payment application to Owner upon work substantially complete under the Change Order; or

(2) submitting a payment application to Owner based upon percentage of work complete, if the duration of the work under the Change Order is expected to be more than thirty (30) calendar days.

In either event, Owner agrees to issue payment to Contractor for any such application for payment within thirty (30) calendar days from receipt thereof.

- 7.3. The Owner agrees that all payments due and owing under this Agreement shall be made through Owner issued check, or as otherwise agreed to by Owner and Contractor in writing.
- 7.4. The Contractor warrants that a clean title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment of that specific Application for Payment. All Applications for Payment will include Lien Waivers, either partial or final based on the Application for Payment.
- 7.5. Payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interest. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interest, or encumbrance filed by the Contractor, subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.
- 7.6. The Contractor shall pay each subcontractor and/or supplier in an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- 7.7. The Owner shall have no responsibility for payments to a subcontractor or supplier.



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- 7.8. If any amounts due by Owner to Contractor remain unpaid after 30 days of Owner's receipt of Contractor's invoice or payment application, such unpaid amounts shall bear interest from the due date until paid at a rate equal to 1.5% per month or the maximum allowed by law.

Article 8. Insurance

The Contractor Shall provide and maintain the following insurance coverage for all Work performed under this Agreement.

Commercial General Liability

- \$1,000,000 per event
- \$2,000,000 annual aggregate

Commercial Auto

- Combined Single Limit \$1,000,000

Workers Compensation

- Statutory Limits
- Employers Liability Limits of \$1,000,000

Umbrella Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

Professional & Pollution Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

- 8.1 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under this Agreement. The Contractor shall provide certificate of insurance showing their respective coverages prior to commencement of the Work with the Owner and Owner's related parties listed as additional insured.
- 8.2 Contractor is required to obtain Certificates of Insurance with same requirements from Subcontractors and provide to the Owner.



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- 8.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Article 8 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required.

Article 9. Substantial Completion

- 9.1. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete so the Owner can occupy and/or utilize the Work for its intended use.
- 9.2. The Work as set out herein will not be considered Substantially Complete unless and until the performance of the Work is to the point where (1) all Project components included in the Scope of Work are installed properly and are operational; (2) as to such Work, all required governmental inspections and certification required for the Work and of Contractor have been made and posted; (3) as to such work, all the required finishes included in the Scope of Work, if any, are in place; (4) the Work can be used by the Owner for its intended purpose; (5) a final completion list has been prepared by Contractor and approved by Owner; and (6) applicable lien waivers and guarantees for Work completed to that date have been delivered to Owner.
- 9.3. When the Contractor deems that the Work or designated portion thereof is Substantially Complete, the Owner will inspect to determine whether the work is Substantially Complete. Upon approval by the Owner, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Any warranties, if applicable, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.



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Article 10. Termination

- 10.1. Termination by the Contractor. Contractor may declare default and terminate the Agreement if Owner has not made payment of sums due on an approved Application for Payment, or otherwise breaches any provision of the Contract Documents, within ten (10) business days of Owner's receipt of a written demand from Contractor for such payment. In the event of default by Owner, the Contractor may terminate the Agreement and recover from the Owner payment for Work executed and for actual proven unrecoverable loss with respect to materials, equipment, tools, construction equipment and machinery purchased prior to the time the event of default by Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the Contract whether provided in the Agreement or as a matter of equity or law.
- 10.2. Termination by the Owner. Subject to the Owner providing detailed and written notice of an alleged fault and providing Contractor fifteen (15) business days to reasonably cure any such alleged default, the Owner may terminate the Agreement if the Contractor:
- a) Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b) Fails to make payment to Subcontractors for materials or labor in accordance with the respective terms and conditions of the agreements between the Contractor and the subcontractors;
 - c) Repeatedly disregards laws, ordinances, or rules, regulations or orders of the Owner or a public authority having jurisdiction;
 - d) Repeatedly fails to perform the work in a good and workmanlike manner or repeatedly fails to correct a defect or non-conforming work; or otherwise breaches any provision of the Contract Documents.
- 10.2.1. Subject to Section 10.2, the Owner, may, without prejudice to any other rights or remedies of the Owner or Contractor, and after giving the Contractor's surety, if any, ten (10) business days advanced written notice to reasonably cure, terminate Contractor and may take possession of all materials, equipment, tools, appliances, and other items that have been purchased or provided by payments to the Contractor for the performance of the Work and may complete the Work. In the event of termination under this Article 10.2, Contractor shall not be entitled to receive any further payments under the Agreement. If the costs of finishing the Work exceed the unpaid balance of the Contract Sum, such excess shall be paid by the Contractor to the Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the



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Owner whether provided in the Agreement or by law, including the right to stop Work under any applicable provision of the Agreement.

Article 11. Miscellaneous Provisions

- 11.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law in connection with performance of the Work. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or part by the Contractor, or by anyone for whose acts the Contractor may be liable.
- 11.2. Upon written request of the Owner, information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- 11.3. Unless otherwise stated herein, the Contractor shall arrange for tests, inspections and approvals of portions of the Work required by the Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, with Contractor and Owner further agreeing herein how such costs should be paid.
- 11.4. If default should occur under this Agreement, then each party shall have such rights and remedies as may be available to it at law and/or in equity. The failure by any party hereto to exercise or elect, and any delay by such party in exercising or electing, any right or remedy hereunder shall not constitute a waiver of any such right or remedy. The exercise by any party hereto of any right or remedy hereunder shall not preclude the exercise of any other right or remedy, and the remedies and rights provided herein are cumulative and not exclusive of any rights or remedies provided at law or in equity.
- 11.5. To the extent allowed by law, in the event a dispute should arise from this Agreement, the prevailing party shall be entitled to attorneys' fees and all costs of enforcement and/or litigation against the non-prevailing party.
- 11.6. The Owner agrees the Contractor shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil



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commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication, or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Contractor ("Force Majeure Event"). In the event of Force Majeure, the Owner agrees that all dates by which performance of the Contractor's obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Contractor, and furthermore that the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of suspension, shutdown, work stoppage, delay, re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Contractor, in the event of Force Majeure, execute a Change Order, as set forth in the Construction Agreement, to adjust the Contract Sum, Contract Time and any other cost or expense because of each Force Majeure Event.

- 11.7. Consent to Contractor's Use of Project Information. The Contractor, its subsidiaries and/or affiliates, may develop and/or capture information, including but not limited to photographs, videos, and general data, as related to Project, or Contractor's work on the Project, for use in Contractor's business portfolio or as related to Contractor's marketing and advertising ("Promotional Work"). The Owner acknowledges and understands that the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, signage, as related to the Project, may be captured in such Promotional Work. The Owner further consents and agrees that the Contractor may use the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, and signage, as captured in the Promotional Work in connection with the Contractor's products and services, or the products and services provided by Contractor's subsidiaries and affiliates. Such consent and agreement of Owner herein shall apply during the term of this Agreement and survive thereafter, without limitation, and allow the Contractor, its subsidiaries and/or affiliates, to continue to use the Promotional Work as developed and/or captured.



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Article 12. Severability of Agreement

12.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Article, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Article 13. Time of the Essence

13.1 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Article 14. Survival

14.1 Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive the date of this Agreement.

Article 15. Ambiguities

15.1 Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Article 16. Waiver

16.1 No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.



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Article 17. Headings

- 17.1 The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

Article 18. Counterpart & Electronic Signatures

- 18.1 This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties hereto acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include digital versions of an original signature or electronically scanned and transmitted versions (e.g., via DocuSign) of an original signature.

Article 19. Representation on Authority of Parties/Signatories

- 19.1 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Article 20. Assignment

- 20.1 Neither party shall voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof (collectively, "Assignment"), without the other party's prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.



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Article 21. Choice of Law & Dispute Resolution

- 21.1. All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the of State of Nebraska.
- 21.2. Except for a claim of injunctive relief, and subject to any applicable cure provision, before Owner or Contractor initiates any court proceeding or enforcement proceeding in connection with any alleged breach of this Agreement, the Parties shall first participate in a mediation. The mediation shall be attended in person by an officer of each Party with decision-making authority, counsel for any Party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the Parties. The mediation shall take place at a location agreeable to the Parties, or in the alternative, at a location designated by the mediator. The Parties shall, in equal shares, pay all costs and expenses of such mediation, and the Parties shall each pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than ninety (90) days after either Party notifies the other, in writing, that mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse, the Parties shall proceed in accordance with the provisions of Section 21.3.
- 21.3. Subject to first complying with Section 21.2, in the event of any controversy, dispute or claim arising out of or related to this Agreement, or the interpretation, breach, termination or validity hereof, including a claim for injunctive relief, a Party shall submit such controversy, dispute or claim to the District Court of Red Willow County, Nebraska. Each of the Parties to this Agreement hereby waives any objection based upon *forum non conveniens*, and any objection to venue of any action instituted by or through this Agreement in the aforementioned Court and consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

Article 22. Entire Agreement

- 22.1 This Agreement, the Contract Documents and all exhibits incorporated, contains the entire agreement of the parties, and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly set forth herein. This Agreement may not be changed or



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terminated orally but may only be changed by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Owner:

City of McCook, Nebraska

By: _____

Print Name/Title: _____

Date: _____

Contractor:

Mammoth Sports Construction, LLC

By: _____

Print Name/Title: Jacob Farrant, CEO

Date: _____



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McCook Sports Complex

Exhibit A.1 – Scope of the Work, Allowances & Deviations – Project No. 24-0276 – Dated 4/7/2025.

The Scope of Work, Clarifications and Deviations for Package D for the Project is set forth as follows:

Contract Pricing

- a. Pricing is based on the following documents:
 - i. McCOOK SPORTS COMPLEX – Phase I/Package A; Exhibit A.1 – Scope of the Work, Allowances & Deviations – Project No. 24-0276 – Dated 4/7/2025.
 - ii. McCOOK SPORTS COMPLEX – Phase I/Package A; Exhibit A.2 - Bid/Plan Set – Project No. 24-0276 – Dated 3/14/2025.
 - iii. Owner’s execution of this Agreement on or before April 22, 2025.
- b. Scope of Work to earthwork, mass excavation and/or grading as, as set forth within the Construction Documents, and in accordance with the construction of Project.
- c. Pricing is subject to allowances, deviations, terms, and conditions stated herein, if any.

Any cost breakdowns and/or breakouts provided in this document, or separately, are intended to be utilized for accounting purposes only and not intended to provide “line-item guarantees”. Budgets included in this contract are not included as line-item allowances, these budgets are included for use by the Contractor to track the cost of the work items as required. Individual costs may overrun, underrun, or be used for other items not specifically outlined as a budget item as required to complete the work.

****Potential costs that may be incurred after/during design investigation:**



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1. Site Investigation: (a) For unknown defects discovered during construction.
2. Local/City/Governing Jurisdiction Review Comments and/or Requirements, including but not limited to: (a) SWPP - Storm Water Protection Plan or Erosion Control Plan; (b) Permitting; (c) Special Conditions for Usage.
3. Owner Changes after execution of this Agreement.
4. Changes derived from the terms and conditions of this Agreement.

General Conditions and Clarifications

1. Sales tax is excluded. Upon execution of this Agreement, Owner is to provide Contractor a project tax exemption certificate. In the event that Owner is unable to provide such project tax exemption certificate, the Owner agrees that Contract Sum shall be increased by the amount of sales tax due via written Change Order.
2. Prevailing and/or Union wages and benefits are excluded.
3. General Liability insurance is included.
4. Supervision and mobilization are included.
5. Construction permitting is included.
6. Payment, Performance and/or Statutory bonds, and associated fees are included.
7. All necessary tools, equipment and personal protective equipment are included.
8. Standard 1-year workmanship warranty is included.
9. The Contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule, which shall not increase the Contract Sum unless other agreed in writing between Owner and Contractor.
10. Unforeseen and/or unknown subsurface conditions, including burial remains and/or artifacts, and removal of underground structures, remains or artifacts are excluded.
11. Site Security is excluded.
12. Development fees are excluded.
13. Construction & Special Testing for known components of the Project are included.
14. Testing or identification of hazardous materials or substances at the Project before, during or after the Work, is excluded.
15. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the Owner's name and paid by Owner.
16. The Owner shall provide structurally capable ingress/egress for ALL of Contractor's personnel, equipment, and materials and staging within the Project Site. Construction traffic shall be expected at the work site, and upon surrounding streets and roads, for the duration of this Agreement, including but not limited to heavy machinery use, semi-tractor and dump truck travel and the delivery of construction materials necessary for the



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Work. The Contractor is NOT responsible for wear and tear to streets or roads on or adjacent to the work site due to construction traffic ingress/egress to the work site.

17. Contractor requires, and Owner shall provide, a suitable staging area with the Project Site. The staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. The Contractor shall not be liable for any damage to the staging area or existing surfaces unless such damage is caused by Contractor's intentional misconduct or gross negligence.
18. Any item or scope of work not specifically listed above or below is excluded.

Allowances

1. None.

Alternates For Owner's Selection

1. Add \$33,750.00: To provide a construction entrance for the McCook Sports Complex, as designed to come off the future "T" street for the City of McCook, per the approved design/plan set.
 - a. The selection of Alternates by Owner shall be made pursuant to Article 6. of the Agreement.

Plan Deviations

1. All Plan Deviations are subject to the applicable plan/design set, and approval by Contractor for installation.
 - a. Seeding of grass within the sports complex limited of disturbance, as made by Contractor for construction related to Phase I/Package A is included per approved restoration plan (C-701) to be agreed by the Parties.
 - b. Temporary construction entrance from US Highway Route 83 is excluded, unless selected by Owner as Alternate pursuant to Article 6 of the Agreement.



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Exhibit A.2 - Bid/Plan Set
– Project No. 24-0276 – Dated 3/14/2025.

Incorporated by Reference Due to Size Limitations



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