

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, July 7, 2025
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeff Kelley, Memorial Methodist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

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

A. Approve the minutes of the June 16, 2025 regular City Council meeting.

B. Approve and authorize the Mayor to sign Declaration of covenant as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).

C. Approve and authorize the Mayor to sign two Modification of Declaration of Covenants in regard to property located at Kelley Park and Barnett Park as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).

D. Approve and authorize the Mayor to sign the contract between the City of McCook and Red Willow County for dispatching services.

E. Adopt Resolution No. 2025-15 approving and authorizing the Mayor to sign the FY2026/2027 5311 Program Agreement between the City of McCook and Nebraska Department of Transportation.

F. Approve the request from Stacey Aguilar on behalf of the Planning Committee for the community wide full scale drill to close West "Q" Street from the west side of West 10th Street to the east side of West Fairacres on August 5, 2025 beginning at 2:00 P.M. and ending before dark.

3. Regular Agenda.

- A. Approve a First Addendum to Lease between the City of McCook and Southwest Nebraska Family Resource Center for additional portions of the old public safety center located at 516 West "B" Street.
- B. Ratify the quotes executed between city staff and outdoor Recreation Products for the installation and construction of a new inclusive playground at Kelley Park and new playground at Barnett Park.
- C. Discuss options for water and wastewater bill adjustments, and direct staff on developing a policy in regard to bill adjustments.
- D. Update regarding the sports complex project.
- E. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
JULY 7, 2025 CITY COUNCIL MEETING**

ITEM:

Approve the minutes of the June 16, 2025 regular Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

July 2, 2025

McCook City Council
June 16, 2025
5:30 P.M.

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 Jerry Calvin, Gene Weedon, Jared Muehlenkamp, Darcy Rambali.

Absent: None.

City Officials present: City Manager Nate Schneider, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Library Director Jody Crocker, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Public Works Director Kyle Potthoff, and Senior Services Director Beth Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on June 12, 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. Invocation was provided by Jamie Mockry. 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 meeting of the Parks Advisory Board was scheduled for June 18, 2025 at noon.

Senior Services Director Siegfried announced that on Friday staff will be traveling to Lincoln to pick up the new Public Transit bus – it has been a long four years of waiting.

2. Public Hearings.

2.A. Public Hearing - Regarding the amendment to the Redevelopment Plan for the Wagner Auto Redevelopment Project.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public

comment regarding the amendment to the Redevelopment Plan for the Wagner Auto Redevelopment Project, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedin, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the June 16, 2025 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Proposed Redevelopment Plan for the Wagner Auto Redevelopment Project (13 pages); and Exhibit #6 - Minutes of the June 9, 2025 Planning Commission meeting (2 pages).

City Manager Schneider reviewed the information presented in Exhibit #1.

Chris Wagner, applicant, was present to address questions from the Council. Mr. Wagner stressed that this project would not be able to happen without the use of TIF.

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

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

2.B. Meeting of the Community Development Agency - recess as City Council and convene meeting.

Motion to recess as a City Council and to convene as the McCook Community Development Agency for consideration of CDA Agenda at 5:44 P.M. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

2.B.1. Call to Order and Roll Call.

A meeting of the Mayor and City Council of the City of McCook, Nebraska, acting as the governing body of the Community Development Agency of the City of McCook, Nebraska was convened in open and public session at 5:44 o'clock P.M. on June 16, 2025, at the McCook Municipal Center in McCook, Nebraska. Agency Members present were: Taylor, Calvin, Weedin, Muehlenkamp, Rambali. Absent: None. Notice of the meeting was given in advance thereof by publication, one of the City's designated methods for giving notice, a copy of the proof of publication being attached to these minutes. Advanced notice of the meeting was given to each member of the Agency and a copy of their acknowledgment of receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and all members of the Council. Mayor Taylor presided and City Clerk Doak recorded the proceedings. All proceedings hereafter shown were taken while the meeting was open to the

attendance of the public.

2.B.2. Open Meetings Act Announcement.

The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

2.B.3. Adopt Resolution No. CDA 2025-01 recommending approval of an Amendment to the Redevelopment Plan for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project.

Motion to adopt Resolution No. CDA 2025-01 recommending approval of an Amendment to the Redevelopment Plan for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project. This motion, made by Muehlenkamp and seconded by Weedin, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

2.B.4. Recess as a Community Development Agency.

Motion to recess as the McCook Community Development Agency and reconvene as the McCook City Council. This motion, made by Muehlenkamp and seconded by Rambali, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

2.C. Adopt Resolution No. 2025-12 approving an Amendment to the Redevelopment Plan for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project.

Motion to adopt Resolution No. 2025-12 approving an Amendment to the Redevelopment Plan for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project. This motion, made by Weedin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

2.C.1. Recess as a City Council.

Motion to recess as the McCook City Council and reconvene as the McCook Community Development Agency. This motion, made by Weedin and seconded by Rambali, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

2.D. Adopt Resolution No. CDA 2025-02 authorizing and approving a Redevelopment Agreement including the use of Tax Increment Financing for the Wagner Auto Redevelopment Project.

Motion to adopt Resolution No. CDA 2025-02 authorizing and approving a Redevelopment Agreement including the use of Tax Increment Financing for the Wagner Auto Redevelopment Project. This motion, made by Rambali and seconded by Muehlenkamp, passed.

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

2.D.1. Adjourn the McCook Community Development Agency.

Motion to adjourn the meeting of the McCook Community Development Agency at 5:52 P.M. and to reconvene as the McCook City Council. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

2.E. Approve Resolution No. 2025-13 approving the Redevelopment Agreement for the Wagner Auto Redevelopment Project and authorize the Community Development Agency to enter into said Agreement.

Motion to approve Resolution No. 2025-13 approving the Redevelopment Agreement for the Wagner Auto Redevelopment Project and authorize the Community Development Agency to enter into said Agreement. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

3. Consent Agenda.

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

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

3.A. Approve the minutes of the June 2, 2025 regular City Council meeting.

3.B. Recommend to the Nebraska Liquor Control Commission approval of the Amendment Application for an addition to the Licensed Area submitted by A & N Restaurant, LLC, dba "Coppermill Restaurant & Lounge", 202 Coppermill Street, which holds License #I-103479.

3.C. Receive and file the claims for the month of May 2025 published June 10, 2025.

3.D. Adopt Resolution No. 2025-14, updating the City of McCook Transit Handbook.

3.E. Approve and authorize the Mayor to sign the FY2025-2026 contract with the West Central Nebraska Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring and evaluation of the McCook Heritage Senior Center.

- 3.F. Accept the minutes of the June 9, 2025 Planning Commission meeting.
- 3.G. Approve the application for a Special Designated Liquor License submitted by The Station, McCook for a social time during the two days of the Tour de Nebraska bicycle tour in McCook, to be held at the Kelley Park Lower Shelter House, 405 Park Road, on June 27, 2025 from 2:00 P.M. to 4:30 P.M. and June 28, 2025 from 2:00 P.M. to 4:30 P.M.

4. Regular Agenda.

- 4.A. Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties identified to be a violation of McCook's Code of Ordinances.

Emma Castor, West Central Nebraska Development District via zoom, gave an update of the properties to be identified in violation of McCook's Code of Ordinances regarding nuisances. Ms. Castor addressed questions from council and staff.

- 4.B. Approve Resolution No. 2025-11 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution.

Motion to approve Resolution No. 2025-11 approving the designation of nuisance properties as deemed by West Central Nebraska Development district and as declared in the Resolution. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

- 4.C. Discuss a First Addendum to lease between the City of McCook and Southwest Nebraska Family Resource Center for additional portions of the old public safety center located at 526 West "B" Street.

Council discussed and showed support of the first addendum to the lease with Southwest Nebraska Family Resource Center.

Kaye T. Bieck, Director of the center, was present to address questions from the Council. Ms. Bieck acknowledged that they had expected an increase, but not to the amount that utilizing the square foot charge would make. They are funded mostly by donations and would not be able to cover such a large increase.

Staff and council will work with Ms. Bieck on a proposed addendum to be brought to council at the July 7 meeting for consideration.

- 4.D. Consider the approval of a request to use ACE funds in the amount of \$1,500 from the Southwest Nebraska Freedom Festival for the 4th of July firework display.

Jamie Mockry and Tacie Fawver addressed their request with the Council.

Motion to approve the request for use of ACE funds in the amount of \$1,500 from the Southwest Nebraska Freedom Festival for the 2025 4th of July firework display. This motion, made by Calvin and seconded by Weedin, passed.

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

Councilman Gene Weedin requested that city staff develop an application procedure for the use of ACE funds.

4.E. Update from Miller & Associates regarding Water Resources Recovery Facility (WRRF).

Chris Miller and David Blau of Miller & Associates gave an update of the Water Resources Recovery Facility. Construction is planned to start 2026.

4.F. Update regarding extension for West 5th Street Closing.

David Blau of Miller & Associates gave an update of the West 5th Water Improvement project. Van Kirk Brothers plan to have the street opened back up by June 27.

4.G. Approve The Second 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.

Members of the Mammoth team were present to address questions from the Council regarding the proposed Second Amendment to their agreement.

Motion to approve The Second 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. This motion, made by Rambali and seconded by Muehlenkamp, passed.

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

4.H. Update regarding the sports complex project.

City Manager Schneider gave an update of the project. A Moody's rating call has been scheduled; the City has been awarded a Sherwood Foundation grant in the amount of \$500,000, a RCRP grant in the amount of \$800,000, and CCCFF grant in the amount of \$500,000.

4.I. Approve the 2025-2026 budget schedule.

Motion to approve the 2025-2026 budget schedule, setting the date for presentation of the budget and public review as August 11, 2025. This motion, made by Weedin and seconded by Taylor, passed.

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

4.J. Council Comments.

Council recognized staff for all the hard work in assisting with making the new disc golf course a reality.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:07 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JULY 7, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. _____

Approve and authorize the Mayor to sign Declaration of Covenant as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).

BACKGROUND:

On October 31, 2024, the City of McCook was awarded a RCRP grant from the Nebraska Department of Economic Development (NDED). Attached is a Declaration of Covenant for property located at Lot 1, Block 1, Walters First Addition that needs to be approved by the Council in order for the City to meet the NDED's current requirements and before release of funds can occur for the RCRP grant. The covenant is for the property located at the new youth sports complex. This covenant will then be recorded at the Red Willow County Register of Deeds.

APPROVALS:



Nathan A. Schneider, City Manager

July 1, 2025



Lea Ann Doak, City Clerk

July 1, 2025



Tera Koetter, Assistant City Manager

July 1, 2025

**When Recorded, Return to: Legal Division
Nebraska Department of Economic Development
245 Fallbrook Blvd., Suite 002
Lincoln, NE 68521**

DECLARATION OF COVENANT

This Declaration of Covenant (the “**Covenant**”) is made and entered into between the Nebraska Department of Economic Development (the “**Department**”) and the City of McCook (the “**Owner**”), a local unit of government, whose address is 505 West C Street McCook, NE 69001, upon the date of signature by both parties.

WHEREAS, the Department has executed Rural Community Recovery Program (the “**Program**”) Subaward Agreement Number 23-RCRP-030 between the Department and the Owner.

WHEREAS, the Department has agreed to provide funding via the Program in an amount not to exceed one million, five hundred thousand dollars (\$1,500,000). Such funds were used by the Owner to facilitate the installation of a public feature, specifically to develop a new public park (“**Originally Authorized Purpose**”), together with certain real property (the “**Property**”), as described hereto:

Lot 1, Block 1, Walters First Addition. An addition to the City of McCook, Red Willow County, Nebraska.

NOW THEREFORE, in consideration of the premises herein and other good and valuable considerations, the receipt and sufficiency are hereby acknowledged, and the undersigned Owner hereby establishes and agrees to be bound by the Covenant, as follows:

1. **Period of Compliance**. The Property must maintain its Originally Authorized Purpose for a period not less than twenty (20) years, which begins on the date of project completion. This requirement applies without regard to the term of any loan or mortgage or the transfer of ownership but may terminate upon foreclosure or transfer in lieu of foreclosure. The Department may use purchase options, rights of first refusal, or other preemptive rights to purchase the Property before foreclosure or deed in lieu of foreclosure to maintain compliance. The restriction will be revived according to the

original terms if, during the original compliance period, the Owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former Owner or those with whom the former Owner has or had family or business ties, obtains an ownership interest in the Property.

2. **Property Condition Standards**. Owner must maintain the Property safe and in good repair. The Property will meet all applicable State and local code requirements and ordinances and be free of all health and safety defects.

3. **Change in Use**. The Property must continue to be used as a public feature as stated in the Subaward Agreement, for the applicable compliance period, or the Owner does not meet the requirements of the compliance period, then:

Recoupment provisions will be invoked to ensure repayment of funds received from the Program. Several alternative options are available, including but not limited to informal consultation and remediation.

Recouped funds will be paid directly to the United States Department of the Treasury. Other applicable remedies may be taken under state or federal law.

4. **Binding**. All of the conditions, restrictions, and agreements included in this Covenant will be considered to run with the land. In any event, and without regard to technical classification or designation, legal or otherwise, they will be binding to the fullest extent permitted by law and equity and will be enforceable by the Department and its successors and assigns against the Owner and its successors and assigns to any part of the Property, or any interest therein and to any part in the possession or occupancy of any part of said Property, that is the subject of this Covenant.

5. **Enforcement**. The Department will require from the Owner this Covenant as documentation verifying the existence of and proper recordation of the necessary and appropriate legal instruments for enforcement of the Program requirements and restrictions for the compliance period. This Covenant and other legal instruments will be considered to touch and concern the land, burden and benefit the respective parties, and run with the land so as to be binding upon the Owner and upon their heirs, legal representatives, successors, or assigns in title to the Property.

6. **Release**. Upon satisfaction of the terms of this Covenant, the Department will record a release of this Covenant against the Property, and the Owner or their heirs, legal representatives, successors, or assigns in title to this Property, will no longer be bound by the terms of this Covenant.

Any notice, demand, request, consent, approval, or communication that any party desires or is required to give will be in writing and will be served personally or sent by first-class mail, postage prepaid, addressed to the Owner (mailed to the Property address), and to any current mortgage/deed of trust holder of record.

ACCEPTANCE PROVISIONS.

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

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	
By: <u><i>[Signature]</i></u> (Director or Designee)	<u>6/11/25</u> (Date)
<u>Joe Fox</u> (Typed or Printed Name)	<u>Deputy Director</u> (Title)

STATE OF NEBRASKA }
COUNTY OF Lancaster } SS.

The foregoing instrument was subscribed to and acknowledged before me this 11th day of June, 2025, by Joe Fox as a voluntary act and deed.

ANE K NUTTER DE ANZOLA
General Notary - State of Nebraska
My Commission Expires Dec 18, 2028

Ana K. Nutter de Anzola
Notary Public

[EXECUTION BY OWNER FOLLOWS ON THE NEXT PAGE]

OWNER → CITY OF MCCOOK

By: _____
(Authorized Official) (Date)

(Typed or Printed Name) (Title)

STATE OF NEBRASKA }
COUNTY OF _____ } SS.

The foregoing instrument was subscribed to and acknowledged before me this ___ day of _____, 20__, by _____ as a voluntary act and deed.

Notary Public

**CITY MANAGER'S REPORT
JULY 7, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. _____

Approve and authorize the Mayor to sign two Modification of Declaration of Covenants in regards to property located at Kelley Park and Barnett Park as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).

BACKGROUND:

On October 31, 2024 the City of McCook was awarded a RCRP grant from the Nebraska Department of Economic Development (NDED). On March 27, 2025, the City Council approved a Declaration of Covenant in regards to property located at Kelley Park for the City to meet the NDED's current requirements for the RCRP grant. The covenant was recorded at the Red Willow County Register of Deeds as Inst. # 2025-00332. The NDED requested a modification of this covenant to correct the agreement by deleting "Such funds were used by the Owner to facilitate the site development for affordable housing" and replacing it with "Such funds were used by the Owner to facilitate the installation of a public feature." The City also learned that the legal description for this property had not been updated since Block 9 of the city had been vacated. For this reason, the city hired a surveyor to do an updated legal description of Kelley Park. This has been completed and for these reasons staff requests the City Council to approved the Modification of Declaration of Covenant in regards to property located at Kelley Park.

On March 27, 2025, the City Council, also, approved a Declaration of Covenant in regards to property located at Barnett Park. The covenant was recorded at the Red Willow County Register of Deeds as Inst. # 2025-00331. The NDED requested a modification of this covenant to correct the agreement by deleting "Such funds were used by the Owner to facilitate the site development for affordable housing" and replacing it with "Such funds were used by the Owner to facilitate the installation of a public feature." City staff request the City Council to approve the Modification of Declaration of Covenant in regards to property located at Barnett Park.

APPROVALS:



Nathan A. Schneider, City Manager

July 1, 2025



Lea Ann Doak, City Clerk

July 1, 2025



Tera Koetter, Assistant City Manager

July 1, 2025

When Recorded Return to: **Legal Division**
 Nebraska Department of Economic Development
 245 Fallbrook Blvd, Suite 002
 Lincoln, NE 68521

MODIFICATION OF DECLARATION OF COVENANT

THE ORIGINAL DECLARATION OF COVENANT was entered into between the Nebraska Department of Economic Development (“Department”) and the City of McCook, a local unit of government (“Owner”), whose address is 505 West C Street, McCook Nebraska 69001, upon execution of the parties on March 13, 2025, and March 27, 2025, respectively. Said Acknowledgment of Covenant was recorded on March 27, 2025, as Inst. # 2025-00331 in the office of the Register of Deeds of Red Willow County, Nebraska, in favor of the State of Nebraska Department of Economic Development.

WHEREAS, the Department and the Owner have executed a Rural Community Recovery Program Contract 23-RCRP-030 between the Department and Owner as Subrecipient on December 19, 2024.

WHEREAS, the property was surveyed in May 2025, updating the description, and the Department and the Owner desire to amend the Original Declaration of Covenant to reflect the same.

WHEREAS, all other provisions of the previously executed Acknowledgment of Covenant Running with Land, not modified herein, remain unmodified and in full effect.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree that the Original Declaration of Covenant is hereby amended as follows:

1. **Originally Authorized Purpose**. The first WHEREAS clause in the Original Declaration of Covenant is hereby amended by deleting “Such funds were used by the Owner to facilitate the site development for affordable housing” and replacing it with “Such funds were used by the Owner to facilitate the installation of a public feature”.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Modification of Covenant Running with Land on the date below when both parties have signed.

ACCEPTANCE PROVISIONS.

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

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	
By: <u><i>[Signature]</i></u> (Director or Designee)	<u>6/11/25</u> (Date)
<u>Joe Fox</u> (Typed or Printed Name)	<u>Deputy Director</u> (Title)

STATE OF NEBRASKA }
 COUNTY OF Lancaster } SS.

The foregoing instrument was subscribed to and acknowledged before me this 11th day of June, 2025 by Joe Fox as a voluntary act and deed.

ANE K NUTTER DE ANZOLA
 General Notary - State of Nebraska
 My Commission Expires Dec 18, 2028

[Signature]
 Notary Public

OWNER → CITY OF MCCOOK	
By: _____ (Director or Designee)	_____ (Date)
_____ (Typed or Printed Name)	_____ (Title)

STATE OF NEBRASKA }
 COUNTY OF _____ } SS.

The foregoing instrument was subscribed to and acknowledged before me this ___ day of _____, 20___, by _____ as a voluntary act and deed.

 Notary Public

When Recorded Return to: **Legal Division**
Nebraska Department of Economic Development
245 Fallbrook Blvd, Suite 002
Lincoln, NE 68521

MODIFICATION OF DECLARATION OF COVENANT

THE ORIGINAL DECLARATION OF COVENANT was entered into between the Nebraska Department of Economic Development (“Department”) and the City of McCook, a local unit of government (“Owner”), whose address is 505 West C Street, McCook Nebraska 69001, upon execution of the parties on March 13, 2025, and March 27, 2025, respectively. Said Acknowledgment of Covenant was recorded on March 27, 2025, as Inst. # 2025-00332 in the office of the Register of Deeds of Red Willow County, Nebraska, in favor of the State of Nebraska Department of Economic Development.

WHEREAS, the Department and the Owner have executed a Rural Community Recovery Program Contract 23-RCRP-030 between the Department and Owner as Subrecipient on December 19, 2024.

WHEREAS, the property was surveyed in May 2025, updating the description, and the Department and the Owner desire to amend the Original Declaration of Covenant to reflect the same.

WHEREAS, all other provisions of the previously executed Acknowledgment of Covenant Running with Land, not modified herein, remain unmodified and in full effect.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree that the Original Declaration of Covenant is hereby amended as follows:

1. **Originally Authorized Purpose**. The first WHEREAS clause in the Original Declaration of Covenant is hereby amended by deleting “Such funds were used by the Owner to facilitate the site development for affordable housing” and replacing it with “Such funds were used by the Owner to facilitate the installation of a public feature”.
2. **Legal Site Description**. The first WHEREAS clause in the Original Declaration of Covenant is hereby amended by deleting the legal description and replacing it with the following:

A tract of land being a portion of the South 1/2 of Section 20, Township 3 North, Range 29 West of the 6th P.M., McCook, Red Willow County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Southeast ¼ of said Section 20; thence S89°28'50"E (all bearings used in this description are relative to the North line of said Southeast ¼, assumed to be S89°28'50"E) on said North Line, 445.12 feet to the Northwest corner of Lot 19, Block 2, Parkview East Subdivision and the East right of way of East 6th Street; thence on said East right of way and the West boundaries of Parkview East and Country Club Addition subdivisions for the following two (2) courses;

- 1) Thence S00°31'27"W, a distance of 1073.29 feet;

2) Thence S02°10'14"W, a distance of 279.31 feet to the Southwest corner of Lot 1, Block 6, Country Club Addition and the North right of way of East "M" Street; thence N88°08'16"W on said North right of way, a distance of 538.70 feet to the Southeast corner of Block 1, MCC Addition; thence on the East, North, and West boundary of said MCC Addition for the following three (3) courses;

- 1) Thence N01°36'55"E, a distance of 333.98 feet;
- 2) Thence N88°11'45"W, a distance of 384.94 feet;
- 3) Thence SO1°37'33"W, a distance of 334.07 feet to said North right of way;

Thence N88°12'36"W on said North right of way, a distance of 352.69 feet to the Southeast of the recorded instrument 2006-00390 of the records of said Red Willow County; thence on the East boundaries of said Instrument 2006-00390, Kelly Park Addition Subdivision, and H. D. Strunk Subdivision for the following two (2) courses;

- 1) Thence N01°41'44"E, a distance of 479.44 feet;
- 2) Thence N01°46'26"E, a distance of 843.74 feet to original Northeast corner of Lots 9 & 10, H. D. Strunk Subdivision and the North line of the Southwest 1/4 of said Section 20;

Thence S89°31'27"E on said North line and the South line of Marsh-Larmon First Addition, a distance of 810.77 feet to the Point of Beginning.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Modification of Covenant Running with Land on the date below when both parties have signed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ACCEPTANCE PROVISIONS.

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

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	
By: <u><i>[Signature]</i></u> (Director or Designee)	<u>6/11/25</u> (Date)
<u>Joe Fox</u> (Typed or Printed Name)	<u>Deputy Director</u> (Title)

STATE OF NEBRASKA }
COUNTY OF Lancaster } SS.

The foregoing instrument was subscribed to and acknowledged before me this 11th day of June, 2025, by Joe Fox as a voluntary act and deed.

ANE K NUTTER DE ANZOLA
General Notary - State of Nebraska
My Commission Expires Dec 18, 2028

Anne K. Nutter De Anzola
Notary Public

OWNER → CITY OF MCCOOK	
By: _____ (Director or Designee)	_____ (Date)
_____ (Typed or Printed Name)	_____ (Title)

STATE OF NEBRASKA }
COUNTY OF _____ } SS.

The foregoing instrument was subscribed to and acknowledged before me this ___ day of _____, 20___, by _____ as a voluntary act and deed.

Notary Public

**CITY MANAGER'S REPORT
JULY 7, 2025 CITY COUNCIL MEETING**

ITEM: _____

RECOMMENDATION – Authorize the council to approve and have the mayor sign the contract between the City of McCook and Red Willow County for dispatching services.

BACKGROUND:

The City of McCook Communications Center provides dispatching services for the Red Willow County Sheriff's Office. The contract for those services expired on May 1, 2025.

The city proposed a new contract for dispatching services, where the county would reimburse the city for 15 percent of the total cost of operating the communications center. Several factors went into the decision to use the above percentage. The contract will last for one year, and during this term, both parties shall negotiate an agreement for an agreeable term or years.

The County Commissioners discussed the matter at their June 9, 2025, meeting. A signed copy of the agreement was sent to the city.

**FISCAL
IMPACT:** None.

APPROVALS:



Nathan A. Schneider, City Manager

June 26, 2025



Lea Ann Doak, City Clerk

June 26, 2025



Kevin A. Hodgson, Police Chief

June 26, 2025

**City of McCook Public Safety Answering Point
Dispatching Services Agreement**

THIS AGREEMENT made and entered into this 23rd day of June, 2025, by and between the City of McCook, Nebraska, hereinafter referred to as the "City", and the County of Red Willow, Nebraska, hereinafter referred to as the "County".

WHEREAS, the City operates a 24-hour Public Safety Answering Point, hereinafter referred to as "PSAP" at the City of McCook municipal building, located at 505 West C St., McCook, Nebraska, and,

WHEREAS, the PSAP provides radio dispatch services for law enforcement agencies, fire protection agencies, and emergency services in Red Willow County, Nebraska, and,

WHEREAS, the County's Sheriff's Office maintains a facility accessible to the public between the hours of 8:00 am and 4:30 pm, Monday through Friday, excluding holidays and weekends, and,

WHEREAS, the City and County desire to establish the terms and conditions of an agreement whereby the City will provide the County 24-hour PSAP services.

NOW, THEREFORE, it shall be the purpose of this agreement to establish the terms and conditions whereby the City will provide the County 24-hour per day radio dispatch services, personnel to operate such PSAP, 24-hour access to the FBI files and entry of documentation into those files through a CLEIN terminal, to specify the responsibilities of the City and the County in the provision of the radio dispatch services, and the maintenance of the equipment at the PSAP operated by the City,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND THE COUNTY AS HEREIN BELOW SET FORTH:

Section 1. Facilities, The City agrees that it will provide a 24-hour per day PSAP to provide services for the Red Willow County Sheriff's Office. The facility will be located at the current City municipal building located at 505 West C St., McCook, Nebraska, and shall be operated by and under the direction of the City from the date this agreement is executed until the date of termination of this agreement. It is understood and agreed that the responsibility assumed by the City under this agreement shall extend only to the City's good faith performance and shall not be deemed to require the City to be responsible for actions beyond its control, such as catastrophic physical damage to its facilities, or change in laws or regulations substantially modifying the basis on which the facilities are to be provided.

Section 2. Services. The City agrees to provide 24-hour per day radio dispatch services to law enforcement agencies having jurisdiction within Red Willow County. The City and County agree that the Sheriff's Office will provide a programmed base station radio with a frequency dedicated to the Sheriff's Office personnel and capable of being added to the City's PSAP dispatch console. Said frequency shall be licensed to the County. In addition to a 24-hour per day PSAP, the City agrees to provide the County with a daily log of all radio calls involving the Sheriff's Office personnel. The City also agrees to provide the County documentation of all messages and information received for County personnel at the PSAP. The City agrees to receive telephone calls for the County's Sheriff's Office between the hours of 4:30 pm and 8:00 am, Monday through Friday, and on weekends and holidays. The City agrees to provide the County with NCIC/NCIS teletype services through accessing the State and FBI files through the CLEIN network. The County agrees to provide the City with documentation of completion of CJIS Security training, which allows the City's PSAP to share such NCIC/NCIS information with the County's personnel.

Section 3. Personnel. In addition to providing a PSAP, the City agrees to provide certified employees trained in the operation of the radio dispatch equipment, the CLEIN network, and the City's computer system.

Section 4. Insurance. During the term of this agreement, the City shall maintain suitable liability insurance coverage to protect against liability incurred as a result of its operation of the PSAP.

Section 5. Equipment. During the term of this agreement, the County will provide and maintain in good repair such radio and radio equipment as necessary for the City to provide to the County the radio dispatch services described herein. The County agrees to maintain the licensing of the frequency or frequencies used by the County's Sheriff's Office. The County agrees to maintain in good working condition any radio transmission towers to facilitate radio dispatching services. The City agrees to provide and maintain in good condition such other equipment as is necessary to operate the PSAP located at the City municipal building.

Section 6. Compensation. As compensation, the County shall pay the City the sum of \$107,367.00, or \$8,947.25 per month, for services described herein from July 1, 2025, to June 30, 2026. The County shall be billed and remit payment monthly.

Section 7. Term of Agreement. This agreement supersedes the agreement with the County dated May 3, 2023, and shall be for the term commencing on July 1, 2025, and continuing through June 30, 2026. During this term, the City and County shall negotiate an agreement for an agreeable term of years.

Section 8. Miscellaneous. Both the City and County agree to cooperate with each other to facilitate the provision of the radio services so as not to disrupt or interfere with the radio dispatch services currently provided to law enforcement agencies having jurisdiction within the City of McCook and Red Willow County and radio dispatch services currently provided to the City of McCook Fire and Emergency Services within those jurisdictions. Each agency shall

maintain its own responsibility for the retention of radio dispatch and other records pertaining to the operation of those agencies.

The City and County do hereby affix their signatures and bind themselves, their successors, and assigns to the faithful performance of the terms and conditions of this agreement.

City of McCook

By: _____
Linda Taylor – Mayor

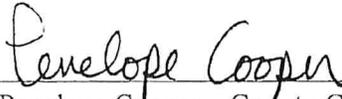
Attest:

Lea Ann Doak – City Clerk

Red Willow County Commissioners

By:  _____
Ted Gans – Chairman

Attest:

 _____
Penelope Cooper – County Clerk

**CITY MANAGER'S REPORT
JULY 7, 2025 CITY COUNCIL MEETING**

ITEM: _____

Adopt Resolution No. 2025-15 approving and authorizing the Mayor to sign the FY2026/2027 5311 Program Agreement between the City of McCook and Nebraska Department of Transportation.

BACKGROUND:

City of McCook Public Transit is applying for federal and state funds to operate the rural transit services in the service area indicated in its Section 5311 application for the project years beginning July 1, 2025, and ending June 2027. The operating funds will be used for the portion of the budget for payroll expenses to retain the seven employees who are the drivers, dispatcher, manager or other related transit positions. City of McCook Transit agrees to the terms and conditions of the protective arrangements included in Section 5333(b) of Title 49 U.S. Code.

The State of Nebraska, Department of Transportation requests that a Resolution be adopted for the two-year grant period showing that the City of McCook is capable of providing transportation to its citizens.

This agreement currently includes only FY2026 funds which will probably be amended in March or April when the Federal grant is awarded. A supplemental agreement for the 2027 funds will be provided at a later date.

The state is only able to fund a portion of the 2026 portion of this two-year grant because, they are unable to confidently predict the final funding until they are able to close out the 2025 fiscal year. There are still several agencies that are many months behind. After the Federal grant is awarded in March or April of 2026, we will receive more funding.

**FISCAL
IMPACT:**

Unknown at this time.

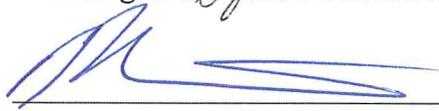
APPROVALS:



Beth Siegfried, Senior Services Director

7-1-25

Date



Nate Schneider City Manager

7-2-25

Date

RESOLUTION 2025-15

APPROVING THE SIGNING OF 5311 PROGRAM AGREEMENT
P12529

Whereas: City of McCook in compliance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal Transit funding, and;

Whereas: FTA Section 5311 funding is available to reimburse local transit expenses or costs generally related to capital, planning and operating costs of a local transit system, including but not limited to more specifically: acquisition of rolling stock (vehicles), facility and vehicle maintenance, payroll, insurance, training and other eligible expenses, and

Whereas: City of McCook as a sub-recipient of Federal and State Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of McCook and Nebraska Department of Transportation wish to enter into a Program Agreement to provide Federal and State funding for Fiscal Year 2026 and 2027 to support rural public transportation services.

Be It Resolved: by City of McCook that:

Following thorough inspection of the NDOT 5311 Program Agreement, Linda Taylor, Mayor, is hereby authorized to sign the attached FY2026/2027 5311 Program Agreement between City of McCook and Nebraska Department of Transportation. NDOT Project Number: RPT-M731 (227) - NDOT Control Number: 71120S - NDOT Project Description: 5311 FTA Program Funding

PASSED AND ADOPTED this 7th day of July, 2025.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk -Treasurer

5311 PROGRAM AGREEMENT- FEDERAL-AID FUNDS

CITY OF MCCOOK
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. RPT-M731 (227)
STATE CONTROL NO. 71120S

THIS AGREEMENT is between City of McCook, a local transit provider ("Subrecipient"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, in compliance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal transit funding, and

WHEREAS, Subrecipient understands that it is solely responsible for all aspects of the ownership, use, and operation of such local transit system, and that State has no duty whatsoever concerning the proper establishment and operation of Subrecipient's local transit system, and

WHEREAS, Subrecipient wishes for its local transit system to become eligible, and to remain eligible, for both Federal Transit Administration Section 5311 funding and State Program 305 funding, and

WHEREAS, FTA Section 5311 funding is available to reimburse local transit expenses or costs generally related to capital, planning and operating costs of a local transit system, including but not limited to more specifically: acquisition of rolling stock (vehicles), facility and vehicle maintenance, payroll, insurance, training and other eligible expenses, and

WHEREAS, Subrecipient understands that along with its sole obligation to establish and operate such system, there are also multiple specific steps that must be followed and requirements that must be met in order for its local transit program to qualify for reimbursement of eligible costs with Federal or -State transit funding, and

WHEREAS, Subrecipient understands that it is or will be solely responsible for developing and operating its local transit program in a way that complies with these Federal and State cost reimbursement programs so that certain costs are eligible and remain eligible for Federal or State transit cost funding programs, and

WHEREAS, Subrecipient understands that if it fails to develop and operate a local transit program that is eligible for the intended Federal and State funding, or fails to take all actions necessary to remain eligible, the following will occur: (a) the Subrecipient's costs will not be reimbursed; (b) Subrecipient will be solely responsible for repaying any and all Federal and State funds provided Subrecipient prior to or while out of compliance with the funding requirements; and (c) when necessary, and

WHEREAS, the Subrecipient is required to have a share in the costs under the program in an amount that varies depending on what type of cost is being reimbursed, and

WHEREAS State is the direct recipient of FTA Section 5311 funds and State is responsible for determining funding eligibility of the Subrecipient, for FTA Section 5311 funds, and

WHEREAS, Subrecipient has designated a transit manager who is a) fully trained, b) fully empowered, and c) obligated to timely complete and submit to State all necessary invoices and documentation, and d) required to fulfil all FTA and State program requirements, and

WHEREAS, the funding for the project under this Agreement includes Federal funds from the FTA, therefore, under 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, if a non-federal entity expends \$1,000,000 or more in total Federal awards in a fiscal year then certain legal audit requirements must be followed as explained further in this Agreement, and

WHEREAS, Subrecipient has submitted a detailed, final, transit board approved transit program budget for both fiscal year 2026 and fiscal year 2027, and

WHEREAS, Subrecipient will not be reimbursed for more than the approved budgets for fiscal year 2026 and fiscal year 2027, and

WHEREAS, Subrecipient's total project budget of its transit program for fiscal year 2026 and fiscal year 2027 is estimated to be \$167,566, and

WHEREAS, Subrecipient has earmarked and has identified a sufficient source of funding in its two-year fiscal budget for at least the amount of the local match, and

WHEREAS, the Subrecipient formally authorizes the signing of this Agreement, as evidenced by the Resolution of the Subrecipient dated the 7th day of July, 2025, attached as **Exhibit "A"** and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts, Subrecipient and State agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"FTA" means the Federal Transit Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"NEB. REV. STAT." means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

"TRANSIT MANAGER" The individual designated by the Subrecipient to be in charge of ensuring that Subrecipient's transit program fully complies with Federal and State transit requirements. The duties of the Transit Manager are set out herein and include but are not limited to Section 6.

"STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between the United States Department of Transportation and Subrecipient for federally funded transportation projects.

"SUBRECIPIENT" means Local Transit Provider that is seeking to be reimbursed with Federal Section 5310 or 5311 Transit Funding if the subrecipient costs are eligible for reimbursement under State or Federal law and this Agreement.

SECTION 2. DURATION OF THIS AGREEMENT (9-10-24)

- 2.1 **Effective Date** --This Agreement is binding on the date it is fully executed by State.
- 2.2 **Renewal, Extension or Amendment** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 **Identifying Date** – This Agreement is identified by the fiscal year to which it applies.
- 2.4 **Funding Period** – This agreement provides funding for reimbursement of eligible costs incurred from July 1, 2025 to June 30, 2027, which is the state fiscal year.
- 2.5 **Duration**--This Agreement will not expire until completion of final settlement after any cost adjustments have been made.
- 2.6 **Termination** -- Further, State reserves the right to terminate this Agreement as provided herein. If Subrecipient determines that for any reason it will not continue with this Agreement, Subrecipient shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

- 3.1 In accordance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal transit funding. Subrecipient is solely responsible for all aspects of such system, including but not limited to establishing and operating such local transit system, and State has no obligation whatsoever, concerning the establishment and operation of Subrecipient's local transit program.
- 3.2 Subrecipient wishes to obtain Federal-aid funding through the FTA Formula Grants for Rural Areas Chapter 53 Section 5311 for capital, planning, and operating assistance to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The Federal Transit Administration (FTA) will not provide funding directly to Subrecipient for this project but will provide Federal funding for eligible and participating expenses through State. State, pursuant to Neb. Rev. Stat. § 39-1205, will act under this Agreement as a steward of Federal Funds and as a liaison between Subrecipient and FTA. The purpose of this Agreement is to set forth the understanding of Subrecipient and State concerning their respective duties solely to enable the entity to be eligible for this specific State and Federal-aid funding. Under this Agreement, Subrecipient shall accept all duties concerning any aspect of technical capacity - funding management, procurement, Disadvantaged Business Enterprise (DBE), Title VI, Americans with Disabilities Act, Drug and Alcohol Program, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to Subrecipient concerning such matters. Subrecipient further agrees that Subrecipient shall have no claim or right of action against State under this Agreement if FTA determines that the project is not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement

include the program requirements and other conditions State believes in good faith that the Subrecipient must meet for this project to be eligible for Federal funding.

- 3.3 Subrecipient acknowledges that many requirements must be met for the grant funding contemplated by this Agreement to be awarded and for expenses to be reimbursed with Federal-aid funds. Those conditions include, but are not limited to, the unknown availability of Federal-aid funds, the timely and satisfactory completion of all Federal-aid funding requirements and the perceived priority of this project with other projects competing for limited Federal-aid funds. Therefore, Subrecipient agrees to develop and operate its transit program to meet all Federal and State eligibility requirements so that the transit program's eligible expenses may be reimbursed through Federal-aid funding.

SECTION 4. FEDERAL AWARD IDENTIFICATION.

4.1 The following identifying and other information must be provided for this Federal-aid project as required by 2 CFR § 200. 332. Subrecipient may be required to report this information as a part of a single audit because of receipts of these funds for this project.

- a) Subrecipient name (as registered at SAM.gov); **City of McCook**
- b) Subrecipient Unique Entity Identifier (UEI) Number; **SAEBHKE8SDR3**
- c) Federal Award Identification Number (FAIN); **NE-2024-006-01**
- d) Federal Award Date is; **5/30/2024**
- e) Subaward Period of Performance Start and End Date is; **7/1/2025-6/30/2027**
- f) Subaward Budget period Start and End Date; **5/30/2024-10/15/2027**
- g) Amount of Federal Funds obligated by this action by pass-through entity to the subrecipient; **\$102,789**
- h) Total amount of the Federal Funds obligated to the subrecipient; **\$102,789**
- i) Total Approved Cost Sharing or Matching, where applicable; **\$32,389**
- j) Total Amount of the Federal Award including approved Cost Sharing or Matching; **\$167,566**
- k) Budget Approved by the Federal Awarding Agency; **\$102,789**
- l) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) **NDOT-Section 5311 Operating, Non-Operating Assistance and Vehicle Maintenance for Nebraska's Rural Areas**
- m) Name of Federal awarding agency **U.S. Department of Transportation, Federal Transit Administration**, grantee **Nebraska Department of Transportation** and contact information for awarding official **Bill Kalt** at bill.kalt@dot.gov
- n) Assistance Listings Number and Title; **CFDA 20.209**, name, **Formula Grants for Rural Areas**, and dollar amount **\$26,805,398**
- o) Identification of whether the award is R&D; and **N/A**
- p) Indirect cost rate for the Federal award (including if the de minimis rate is charged per [§200.414](#)). **NA**

SECTION 5. 5311 LEGAL AUTHORITY

Subrecipient agrees to comply with all Federal and State requirements that apply to this type of funding, including, FTA 5311 Program requirements and other Federal and State laws.

5.1 The Applicable Legal and Contract Requirements.

- a. Section 49 U.S.C 5311 is the authorizing Federal statute. The applicable Federal regulations for this program are found generally in 49 CFR Parts 673 and 674. For additional details about this program, please see the FTA Contractor Manual and FTA Master Agreement, which may be found on the FTA website.
- b. Please see Neb. Rev. Stat. Sections 13-1201 through 13-1214, among others, for applicable State and local requirements for local transit programs anticipated under this Agreement.

SECTION 6. TRANSIT MANAGER AND TEAM REQUIREMENTS

- 6.1 Subrecipient hereby designates Beth Siegfried as the Transit Manager for this project.
- 6.2 Duties and Assurances of Subrecipient concerning its designated Transit Manager for this project.
 - 6.2.1 Subrecipient understands the duties and responsibilities of Subrecipient and Transit Manager outlined in State Management Plan, Title VI Plan, Group Transit Asset Management Plan, Intercity Bus Needs: Subrecipient 5311(f) Consultation, Disadvantaged Business Enterprise (DBE) Plan for FTA Programs, ADA Plan, Drug and Alcohol Policy, NTD Reporting and Transit Invoice Guidance Manual.
 - 6.2.2 **General Commitment.** Subrecipient understands the Federal and State transit program conditions and requirements are detailed, complex, time-sensitive, and mandatory. The funding programs include, but are not limited to, requirements for funding eligibility, cost documentation, and timely reporting. Subrecipient hereby commits to make its best efforts to promptly develop the business practices needed to properly comply with all the applicable conditions and requirements of these funding programs.
 - 6.2.3 **Transit Manager and Transit Staff.** Subrecipient shall employ a capable and conscientious employee or representative to serve as Transit Manager (TM). Subrecipient shall employ a sufficient number of qualified staff to promptly complete all obligations necessary to meet the state and Federal program requirements. Subrecipient shall place the Transit Manager in day-to-day control of the operation of the Transit Program and shall require the Transit Manager to actively manage the program. Subrecipient shall meet regularly with the Transit Manager to understand whether the Transit Manager is meeting the obligations of the Transit Program. Subrecipient shall provide the Transit Manager with sufficient authority to promptly meet the Transit Program requirements. The Transit Manager and the Transit Staff shall work closely with the State, and when necessary, its Federal partners, so that the interactions with State are effective, professional, timely, and efficient.

- 6.2.4 Training and Resources for the Transit Staff.** Subrecipient shall require that the Transit Manager and Transit Staff participate in required State and/or Federal Transit program training to improve their understanding of the program. Subrecipient will ensure that the Transit Staff has the needed resources available to improve the quality and timeliness of the Transit Program.
- 6.2.5 Change in Transit Manager.** Subrecipient shall notify State within one week if the Transit Manager leaves, is reassigned, or is removed from the position for any reason. Subrecipient shall promptly appoint (within 14 days) a new Transit Manager and shall ensure that all duties of the Transit Manager continue to be met by other members of the Transit Staff until the new Transit Manager is employed and on the job.
- 6.2.6 Compliance Response Plan.** State may notify Subrecipient when State believes Subrecipient's Transit Program is not meeting the State and Federal program requirements. State will provide examples of the non-compliance. Subrecipient shall notify the Transit Manager of the non-compliance and Subrecipient shall, within two weeks, establish a response plan, acceptable to State, that will be immediately instituted. In the event the response plan is not fully implemented or does not restore the Transit Program to full or substantial compliance within one month, State will be relieved of its obligation to reimburse costs to Subrecipient, until the Transit Program is back in full compliance.
- 6.2.7 Subrecipient's Annual Review.** Subrecipient shall meet with State when requested to understand whether the Transit Manager and Transit Program are meeting program requirements and deadlines. Subrecipient shall annually evaluate the status of the Transit Program including the work of Transit Manager, and a review of any comments received from State concerning the Transit Program. Subrecipient shall encourage the Transit Manager to improve the program each year to become more effective and efficient.
- 6.2.8 Subrecipient's Responsibility.** Subrecipient agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to the Formula Grant for Rural Areas Chapter 53 Section 5311. Subrecipient understands that failure of Subrecipient or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the Subrecipient and the states Formula Grant for Rural Areas Chapter 53 Section 5311. In the event that FTA finds that the project is ineligible for Federal funding, Subrecipient will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the operations of the Subrecipient.

SECTION 7. THE 5311 PROGRAM PROCESS

7.1 Overview The Federal Transit Administration Section 5311 program is a highly regulated Federal-aid program. This section of this Agreement does not intend to set out all requirements

that apply to the program. Instead, this section intends to summarize generally the process that will be used by the parties to carry out the program requirements, understanding that such process is subject to all the specific requirements of the program identified in this Agreement and all the Federal and State laws and interpretive documents that identify program requirements and funding conditions. Accordingly, this section will set out the general process that will be used by the Parties.

7.2 Program Requirements Along with the provisions set out in section 5 of this Agreement, Subrecipient shall meet all requirements applicable to the FTA Section 5311 program funds, such as the requirements and deadlines identified in the following documents, including but not limited to:

- (a) the most current State Management Plan.
- (b) the Title IV Plan.
- (c) the Group Transit Asset Management Plan.
- (d) the Intercity Bus Needs: Subrecipient 5311(f) Consultation.
- (e) the Disadvantaged Business Enterprise (DBE) Plan for FTA Programs.
- (f) the ADA Plan.
- (g) the Drug and Alcohol Policy; and
- (h) the NTD Reporting and Transit Invoice Guidance Manual.

Subrecipient shall coordinate with the State concerning the progress of the project and notify State of any issues that will affect the project schedule. To the extent that any of the controlling documents for the requirements listed in this paragraph are revised, revoked, or reinterpreted by the Federal government in a way inconsistent with current law, the Parties shall make their best efforts to meet such new Federal requirements, and will also meet to discuss the changes, document the conclusions from those meetings, and if necessary, supplement this Agreement.

7.3 The Budgeting Process

7.3.1 The Two-Year Budget Cycle. Prior to the beginning of the first fiscal year in a two-year budgetary cycle, State will request that Subrecipient submit a two-year proposed budget for its local transit program, using the electronic form prescribed by the State. Subrecipient understands that it may only submit costs in its budget that would be eligible for reimbursement under the Federal and State programs. State will review and adjust the proposed budget as it deems necessary and will approve the total two-year budget amounts. The total amount of funds approved for each of the two-years in Subrecipient's budget is set out in Section 7.4.

7.3.2 Limited Funds Available. Subrecipient understands that program funds are limited, and that reimbursements to Subrecipient will be capped at the approved budgeted total dollar amounts for each year established by the State. Any costs above the approved budgetary amount will not be reimbursed.

7.3.3 Payment of Non-Budget Items. At Subrecipient's request, Subrecipient may be reimbursed for eligible expenses incurred that were not included in the approved budget. Subrecipient understands that the reimbursement of such non-budgetary items will not increase the total approved budgeted amount. Further, Subrecipient understands that when non-budgeted items are paid, Subrecipient will be solely responsible for making up for the monetary difference in the total budgeted amount that will result because of paying the non-budgetary item.

7.3.4 Adjustments to the Approved Budget. State will not reimburse Subrecipient in an amount greater than the total budgeted amount, except when State determines that exceptional circumstances justify a modification of the original budgeted amount. In the rare instance when State determines, in its sole discretion, that an exceptional circumstance justifies a modification of the approved budget, the Parties will enter into a supplemental agreement to reflect the change in the approved total budgeted amount.

7.4 Total Program Costs and Funding Commitments

The total budgeted amount applicable to Subrecipient's 1-year program is \$167,566 as set out in the table below. The detailed budget items included within the FY2026 budget for \$167,566 are incorporated by reference herein and attached hereto as **Exhibit "B"**. This agreement will be supplemented to include the FY2027 budget at a later date.

	Federal	State	Local Match	Total
FY2026	\$102,789	\$32,388	\$32,389	\$167,566
FY2027	TBD	TBD	TBD	TBD
Total	\$102,789	\$32,388	\$32,389	\$167,566

7.5 Incurring Costs

Subrecipient agrees that any costs it incurs for which it seeks reimbursement must be eligible for reimbursement. Subrecipient shall keep appropriate documentation for all costs incurred for which it seeks reimbursement. State may deny reimbursement for any cost that is not eligible for reimbursement under applicable Federal or State reimbursement requirements.

7.6 Monthly Invoices

7.6.1 Subrecipients shall submit monthly invoices for reimbursement to State, in the manner specified by State. Such invoices shall be submitted in the first 10 days of the following month and no later than ten days following State's approval of the prior month's invoice. It is the responsibility of the subrecipient to monitor and manage the funding identified in this agreement and ensure that expenditures submitted for reimbursements are accounted for in the detailed budget provided in **Exhibit "B"**.

7.6.2 Subrecipient will develop and follow appropriate business practices to increase the accuracy of cost information provided to State. Subrecipient will routinely spot check

information previously provided submitted to make sure it was accurate. Subrecipient will be solely responsible for the accuracy and legitimacy of all information provided to State by Subrecipient.

7.7 State's FTA Reporting Requirements

After the end of the fiscal year, State is required to provide certain information to FTA concerning Subrecipient's program. Subrecipient must promptly provide monthly invoices and end of year invoices. On or before August 15 of each year, Subrecipient shall submit to State the final invoice(s) for the fiscal year so that State can review and organize the information in time for State to submit its annual report to FTA. Failure to submit the information by August 15th may be a basis for termination of this Agreement.

7.8 Audit

Subrecipient's program and all cost reimbursements are subject to audit. Subrecipient agrees to repay State for any reimbursement that is determined to be ineligible for reimbursement, at any time, for any reason. In the event Subrecipient fails to reimburse State for any costs determined to be ineligible, State may terminate this Agreement and no additional reimbursements will be made until State determines Subrecipient is in full compliance with program requirements, including Subrecipient's repayment of ineligible expenses. If a reimbursement is questioned by State, Subrecipient shall provide additional clarification or documentation to State regarding said reimbursement within 2 business days. In the event additional clarification or documentation is not provided, the reimbursement request will be treated as withdrawn and State will have no obligation to reimburse until appropriate information has been provided to show the expense is proper and eligible for reimbursement.

SECTION 8. SUSPENSION OR TERMINATION

8.1 Suspension

State, in its sole discretion, reserves the right to suspend Subrecipient's program when State determines that there are issues related to responsiveness, quality, program monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by Subrecipient. Suspension of the program may include, but is not limited to, State declaring Subrecipient's continued work on the program ineligible for reimbursement and State discontinuing assistance with and review of Subrecipient's program. State shall provide Subrecipient with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for subrecipient to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for Federal funding for the program and for termination of this Agreement.

8.2 Termination.

This Agreement may be terminated as follows:

- a. State and Subrecipient, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available Federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this program to be prioritized to receive Federal-aid funding.
 2. Subrecipient's failure to meet the requirements for Federal aid found in Federal, State, or local law or policy.
 3. A notice or declaration from FTA or State that any part of the program is or has become ineligible for Federal funding.
 4. Subrecipient's breach of a provision of this Agreement.
- c. Subrecipient may terminate the Agreement upon sixty (60) days written notice of termination to State.
- d. Prior to State terminating this Agreement, State shall provide written notice to Subrecipient of the basis for termination and, when determined applicable by State, provide Subrecipient sixty (60) days to properly resolve all issues identified by State.

SECTION 9. FEDERAL AUDIT REQUIREMENT

- 9.1 The funding for the project under this Agreement includes Federal monies from the FTA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$1,000,000 or more in total Federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 9.2 Subrecipient shall comply with this Single Audit mandate. Any Federal funds for Subrecipient projects paid directly to contractors and consultants by State, on behalf of Subrecipient, will be reported on State's schedule of expenditures of Federal awards (SEFA) and need not be reported by Subrecipient. If a Part 200 audit is necessary, the expenditure related to the Federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 9.3 If a Part 200 Audit is submitted by Subrecipient, Subrecipient shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 10. INDEMNITY

Subrecipient agrees to hold harmless, indemnify, and defend State and FTA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State

and/or FTA may suffer as a result of claims, demands, costs, or judgments arising out of Subrecipient's project and the terms of this Agreement.

SECTION 11. CONFLICT OF INTEREST LAWS

Subrecipient shall review the Conflict-of-Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict-of-Interest provisions in order for the project to remain fully eligible for State or Federal funding. Subrecipient should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LOCAL OFFICIALS, EMPLOYEES & AGENTS FOR FEDERAL-AID TRANSPORTATION PROJECTS** located on Transit website at the following location: <https://www.nebraskatransit.com/funding-and-applications>.

Subrecipient must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR FEDERAL-AID TRANSPORTATION PROJECTS. Exhibit "C"**. This form is located on Transit website at the following location: <https://www.nebraskatransit.com/funding-and-applications>.

Consultants and subconsultants providing services for Subrecipient, or submitting proposals for services, shall submit a Conflict-of-Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with consultant or subconsultant having a real or potential conflict of interest on an Subrecipient Federal-aid transportation project.

SECTION 12. DRUG FREE WORKPLACE

Subrecipient shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 13. RECORDS RESPONSIBILITY

Subrecipient shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. Subrecipient shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement. Such records must be available for inspection by State and the FTA or any authorized representatives of the Federal government. Subrecipient shall furnish copies of its file to State, the FTA or any other representatives of the Federal government when requested to do so.

SECTION 14. FAIR EMPLOYMENT PRACTICES

If Subrecipient performs any part of the work on this project, Subrecipient shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 18. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "Subrecipient".

SECTION 15. DISABILITIES ACT

Subrecipient agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 16. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

Subrecipient agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

SECTION 17. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

17.1 Policy

Subrecipient shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

17.2 Disadvantaged Business Enterprises (DBEs) Obligation

Subrecipient and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Subrecipient shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FTA assisted contracts. Subrecipient, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts Subrecipient enters into on this project.

Failure of Subrecipient to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FTA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 18. TITLE VI NONDISCRIMINATION CLAUSES

During Subrecipient's performance of work under this Agreement, Subrecipient, for itself, its assignees and successors in interest agrees as follows:

- 18.1 Compliance with Regulations: Subrecipient shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 18.2 Nondiscrimination: Subrecipient, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

- 18.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Subrecipient of Subrecipient's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 18.4 Information and Reports: Subrecipient shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient shall so certify to State, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 18.5 Sanctions for Noncompliance: In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to Subrecipient under this Agreement until Subrecipient complies, and/or
 - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.
- 18.6 Incorporation of Provisions: Subrecipient shall include all FTA certifications in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. Subrecipient shall take such action with respect to any subcontract or procurement as State or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Subrecipient may request State enter into such litigation to protect the interests of State, and in addition, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 19. NEBRASKA PUBLIC RECORDS ACT

This Agreement is made subject to the terms of the Nebraska Public Records Act, Neb. Rev Stat. § 84-712 to 84-712.09. If State receives a public records request for documents or information received from Subrecipient, State will make a reasonable effort to notify Subrecipient so that Subrecipient has an opportunity to assert non-disclosure of such requested materials under Nebraska law. Subrecipient understands that State will disclose records

requested in a public records request when ordered to do so by court order or in accordance with the terms of the Nebraska public records laws.

SECTION 20. STATE'S SOVEREIGN IMMUNITY, CHOICE OF LAW AND JURISDICTION

Notwithstanding any other provision of this Agreement, Subrecipient understands and agrees that (1) the State of Nebraska is a sovereign State and its authority to contract is therefore subject to limitations by constitution, statute and common law, (2) this Agreement will be interpreted under the laws of the State of Nebraska and it is enforceable only to the extent that it does not violate the constitution and the laws of the State of Nebraska, (3) any action to enforce the provisions of this Agreement must be brought in the appropriate forum in the State of Nebraska, (4) the person signing this Agreement on behalf of State has neither the authority, nor the intention, to waive State's sovereign immunity.

SECTION 21. COMPLIANCE WITH ALL LAWS

Subrecipient shall be responsible for all permits, licenses, and approvals necessary for the execution of this Agreement. Subrecipient shall comply with all applicable local, State, and Federal laws, ordinances, rules, orders and regulations. If Subrecipient is found to have been in violation of any applicable Federal, State, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 22. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 23. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Subrecipient this 7th day of July, 2025.

WITNESS:

CITY OF MCCOOK

Lea Ann Dook
Name

Name

Lea Ann Dook, City Clerk
Title

Linda Taylor, Mayor
Title

EXECUTED by State this _____ day of _____, 2025.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

RESOLUTION
SIGNING OF 5311 PROGRAM AGREEMENT
PI2529

CITY OF MCCOOK

Resolution No. _____

Whereas: City of McCook in compliance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal Transit funding, and;

Whereas: FTA Section 5311 funding is available to reimburse local transit expenses or costs generally related to capital, planning and operating costs of a local transit system, including but not limited to more specifically: acquisition of rolling stock (vehicles), facility and vehicle maintenance, payroll, insurance, training and other eligible expenses, and

Whereas: City of McCook as a sub-recipient of Federal and State Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of McCook and Nebraska Department of Transportation wish to enter into a Program Agreement to provide Federal and State funding for Fiscal Year 2026 and 2027 to support rural public transportation services.

Be It Resolved: by City of McCook that:

Following thorough inspection of the NDOT 5311 Program Agreement,

Linda Taylor

Mayor

Name

Title

is hereby authorized to sign the attached FY2026/2027 5311 Program Agreement between City of McCook and Nebraska Department of Transportation.

NDOT Project Number: RPT-M731 (227)

NDOT Control Number: 71120S

NDOT Project Description: 5311 FTA Program Funding

Adopted this 7th day of July, 2025 at McCook Nebraska.
(Month)

The City of McCook

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Master Budget ~ FY2026	FY 2026	5311 Grant
	Budget	
	Annual	FY 2026

NON-OPERATING SERVICES (80% Federal Funded: 10% State Funded)

	Quantity	
<u>Transit Manager</u>	18000	18,000
Salary Taxes	1600	1,600
Fringe Benefits (Health, 403(b), 401k)	6695	6,695
<u>Operations Manager</u>	0	-
Salary Taxes	0	-
Fringe Benefits (Health, 403(b), 401k)	0	-
<u>Transit Director</u>		-
Salary Taxes		-
<u>Administrative</u>	0	-
Salary Taxes	0	-
Fringe Benefits (Health, 403(b), 401k)	0	-
<u>Marketing/Planning Staff</u>	0	-
Salary Taxes	0	-
Fringe Benefits (Health, 403(b), 401k)	0	-
<u>Accounting Staff</u>	0	-
Salary Taxes	0	-
Fringe Benefits (Health, 403(b), 401k)	0	-
<u>Other Staff</u>	6266	6,266
Salary Taxes	734	734
Fringe Benefits (Health, 403(b), 401k)	0	-
<u>Facility</u>		
Building Lease	3600	3,600
Building Utilities	464	464
Building Maintenance	0	-
Building Other	0	-
<u>Insurance</u>		
Insurance D&O	0	-
Cyber Insurance	1276	1,276
Commercial Auto	2416	2,416
General Liability	0	-
Umbrella/Excess	0	-
Crime Bond	0	-
Workmans Compensation	7676	7,676
Insurance Other	2584	2,584
Insurance Other (com emp retirement)	229	229
Insurance Other	0	-
<u>Technology Systems</u>		
Dispatch Software Ann Maint	3390	3,390
Dispatch Software FlexRoute	0	-
Internet Service	76	76
Vehicle Cameras	0	-
IT Systems	2000	2,000
Phones (LL & Cell)	2406	2,406
2-Way Radios	0	-
Dispatch Vehicle Hardware	0	-
Computer replacement	2	0
Technology Other	0	-
Technology Other	0	-
<u>Marketing/Ads/Promotion</u>		
Vehicle Graphics	0	-
TV and Radio Marketing	0	-
Printing Services	0	-
General Marketing Services	0	-

Master Budget ~ FY2026 Budget Item	FY 2026	
	Budget	5311 Grant
	Annual	FY 2026
Website Development & Maintenance	0	-
Marketing Other	0	-
Marketing Other	0	-
Marketing Other	0	-
Contracted Services		
Accounting Services (Book Keeping and Payroll)	0	-
Attorney Fees	0	-
Misc Other Services - audit	1200	1,200
Audit/Accounting/Bank Fees	0	-
Rental	0	-
Contract Maintenance - Vehicles	1817	1,817
Contract Maintenance - Office Machine	0	-
Contract Maintenance - Other	0	-
Contract Maintenance - Other	0	-
Travel/Conference Fees/Training		
Training (Operations and Administration Staff)	500	500
Conference Fees	0	-
Instate Travel	0	-
Out of State Travel/Manager Training	0	-
Other	0	-
Other	0	-
Other	0	-
Miscellaneous Other		
Inhouse Vehicle Maintenance	0	-
Administrative Fee	0	-
Public Hearing Notices	0	-
Uniforms	0	-
Safety Equipment	0	-
FareBoxes and Small Equipment	0	-
Inhouse Training/Employee Recognition/Workshops	0	-
Bus Stop Maintenance	0	-
Office Supplies	0	-
Memberships	75	75
Drug/Alcohol Testing/Physicals/Background Checks	350	350
Other	0	-
Total Administrative Services	63355	63,355

OPERATIONS (50% Federal Funded: 25% State Funded)

	Quantity		
Driver Supervisors	0		-
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
Full-time Drivers' Wages			
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
PT/FT Drivers Wages	3	31500	31,500
Fringe Benefits (Health, 403(b), 401k)		18675	18,675
Salary Taxes		1875	1,875
Full-time Dispatcher Wages			
Salary Taxes	0		-
Fringe Benefits (Health, 403(b), 401k)	0		-
Full-time Dispatcher Wages	1	34051	34,051
Fringe Benefits (Health, 403(b), 401k)		18700	18,700
Salary Taxes		3500	3,500
Utility Worker Wages	0		-

Master Budget ~ FY2026 Budget Item	FY 2026	5311 Grant
	Budget	
	Annual	FY 2026
Salary Taxes	0	-
Fringe Benefits (Health, 403(b), 401k)	0	-
Janitor/Vehicle Cleaner Wages	0	-
Salary Taxes	0	-
Fringe Benefits (Health, 403(b), 401k)	0	-
Fuel, Lube and Oil	8000	8,000
Other Printed Time Tables	0	-
Misc. Other	0	-
TOTAL OPERATING	116301	116,301

FARE REVENUE

Fares		
Demand Response	12089	12,089
Flexroute	0	-
Sponsored	0	-
Other	0	-
Other	0	-
Other	0	-
TOTAL FARES	12089	12,089

Master Budget ~ FY2026	FY 2026	5311 Grant
	Budget	
Budget Item	Annual	FY 2026

NET PROJECT COST - TOTAL Non-operating + Operating - Fare Revenue

Net Project Costs	167566	167566
-------------------	--------	--------

STATE AND FEDERAL 5311 REIMBURSEMENT

Federal Section 5311 Funds	102789	102789
State Funds	32388	32388
TOTAL FED/STATE FUNDS	135178	135,178
Local Match (Equal State Reimb. + 10% of Veh Cost)	32388	32,388

LOCAL MATCHING FUNDS

FUNDS AVAILABLE TO USE TOWARDS MATCH NEEDED		
Donations	0	-
County	0	-
City of McCook	45476	45,476
City	0	-
Excel Corp	400	400
Foundation	0	-
Foundation	0	-
Foundation	0	-
RTA	0	-
RTA	0	-
Other	0	-
Housing Dept - Rent Control	1536	1,536
DHHS Waiver	51	51
DHHS Title XX	102	102
Medicaid	0	-
Medicaid	0	-
MATCH Funds Available	47565	47,565

Conflict of Interest Disclosure Form for Transit Agencies

Transit Agency: City of McCook

Transit Funding Program: 5311

As the Transit Manager for the above Transit Agency, I have:

1. Reviewed the Conflict-of-Interest Guidance Document found on the NDOT website; and
2. Reviewed the Conflict-of-Interest laws, including 23 CFR § 1.33, 49 CFR 18.36 and Neb. Rev. Stat. §§ 49-1401 to 1444 and 49-1493 to 14,104, and in particular, 49-14,101 to 14,103.07; and
3. Reviewed the reverse side of this form, "How Do I Determine Whether I Have a Conflict of Interest?"

And, to the best of my knowledge, determined that, for myself, any official, employee or agent of the Transit System, including family members and personal interests of the above persons, involved with consultant procurement and management of the project there are:

No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to NDOT

Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, including the information requested on the reverse side of this form for the type of conflict being reported, and provide a detailed description of Transit System proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to NDOT.

Print Name:

Title:

Signature

Date

Exhibit "C"

How Do I Determine Whether I Have a Conflict of Interest?

The following Sections are provided as guidance to Transit Managers in determining whether a real or potential Conflict of Interest (COI) exists and in disclosing details concerning potential conflicts of interest. Please also review “The Law” and “Definitions” sections of the Guidance Document.

Section 1 – Transit Manager, Employee or Agent COI

Are there any officials, employees or agents of your Transit System who are employed, on a full or part-time basis, by any **Private Business that Provides Goods or Services for Transportation Projects**, or who may currently have, or within the last two years did have, a **Personal Interest, Financial Interest** or any **other interest** in such Private Business, as those terms are defined in the Conflict of Interest Guidance Document?

If yes, please list on an attached sheet; (1) the name, address and phone number of the person(s); (2) the title and detailed job description of the position(s) held with Transit System, including whether they have any duties concerning the negotiating, approving, accepting or **administering** of any contract or subcontract for Transit System program; (3) the name, address and phone number of the person(s) employing or interested Private Business(s); (4) the title and detailed job description of the position(s) held with that/those Private Business(s); and/or (5) all information known about the personal, financial and/or other interest of the person(s) in that/those Private Business(s). (For this document, **administering** includes any duties of oversight, contract compliance, evaluation or enforcement, but does not include the duties of paying or processing invoices that are reviewed and approved by others with Transit System.)

Section 2 – Persons Associated with Transit System, Financial or Personal Interest COI

Section 49 CFR 18.36(b)(3) Procurement, extends the potential for conflicts of interest to persons **associated with** an Transit System official, employee or agent. There may be a conflict of interest on a federal-aid program if a person associated with a Transit System official, employee or agent has a **Financial Interest** or **Personal interest** in a **Private Business that Provides Goods or Services for Transportation Projects**. These indirect conflicts of interest can extend to the following persons associated with an Transit System official, employee or agent; (a) any member of his [or her] **Immediate Family**; (b) his [or her] partner; or (c) an organization or Private Business which employs, or is about to employ, the Transit System official, employee or agent, their Immediate Family or partner. Are there any officials, employees or agents of your Transit System who have **persons associated with** them (as listed in the preceding sentence) who are employed, on a full or part-time basis, by any **Private Business that Provides Goods or Services for Transportation Programs**, or who may currently have, or within the last two years did have, a **Personal Interest, Financial Interest** or any **other interest** in such Private Business, as those terms are defined in the Conflict of Interest Guidance Document?

If yes, please list on an attached sheet; (1) the name, address and phone number of the person(s) associated with the Transit System official, employee or agent; (2) a detailed description of their relationship to Transit System, including the name, address, phone number and Transit System position held by the official, employee or agent of Transit System; (3) a detailed description of the duties of the official, employee or agent of Transit System, including whether that person(s) has any duties for the Transit concerning the negotiating, approving, accepting or **administering** of any contract or subcontract for the Transit Systems’ federal-aid program; (4) the name, address and phone number of the Private Business(s); (5) the title and detailed job description of the position(s) held with Private Business(s); and/or (6) all information known about the personal, financial and other interest in that/those Private Business(s).

Section 3 – Real Estate COI

Are there any officials, employees or agents of Transit System, or persons associated with the officials, employees or agents, who have an ownership interest in land that may be needed, directly or indirectly, temporarily or permanently, for the construction of a proposed or active federal-aid transportation project (including land that may be needed for contractor’s use or for materials to be used on the project, such as fill material, sand or gravel)?

If yes, please list on an attached sheet; (1) the name, address and phone number of the owner(s); (2) a detailed description of the owner(s) relationship to Transit System, including the name, address and phone number of the official, employee or agent of Transit System; (3) the address, legal description, and a map or aerial photo identifying the location of the property; (4) a description of the potential need or use of this property for the federal-aid program; and (5) a declaration by the Transit System official, employee or agent that they will comply with the third sentence of 23 CFR Section 1.33.

Exhibit “C”

**CITY MANAGER'S REPORT
JULY 7, 2025 CITY COUNCIL MEETING**

ITEM: _____

APPROVE THE REQUEST FROM STACEY AGUILAR ON BEHALF OF THE PLANNING COMMITTEE FOR THE COMMUNITY WIDE FULL SCALE DRILL TO CLOSE WEST "Q" STREET FROM THE WEST SIDE OF WEST 10TH STREET TO THE EAST SIDE OF WEST FAIRACRES ON AUGUST 5TH BEGINNING AT 2:00 P.M. AND ENDING BEFORE DARK FOR THE COMMUNITY WIDE FULL SCALE MOCK DISASTER DRIL .

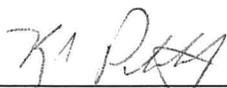
BACKGROUND:

This request for a street closure is for the community wide full scale mock disaster drill. The drill will take place on Tuesday August 5th and continue into the evening. The mock disaster will include a "vehicle accident". After discussions with the planning committee on July 1st, it was decided to hold the drill on West "Q" Street between West 10th Street and West Fairacres. We will also close, to non local traffic, East Fairacres between West "O" Street and West "Q" Street. These streets were chosen to minimize inconvenience to those traveling in the area.

The City Street Department will be providing cones for the closing of the street..

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

July 2, 2025



Nate Schneider, City Manager

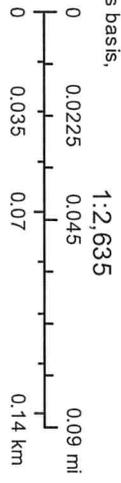
July 2, 2025



FAIRGROUNDS

July 2, 2025
16:16 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.



CITY MANAGER'S REPORT
JULY 7, 2025 MCCOOK CITY COUNCIL MEETING

ITEM _____ Approve a First Addendum to Lease between the City of McCook and Southwest Nebraska Family Resource Center for additional portions of the old public safety center located at 526 West B Street.

BACKGROUND:

On June 3, 2019, the City of McCook and Southwest Nebraska Family Resource Center entered into a lease agreement for a portion of the old public safety center. Since Jun 3, 2019, the Family Resource Center has experienced a need to include additional space within the building for storage purposes.

At the April 21, 2025 City Council meeting, consideration of the First Addendum to this lease was postponed to allow for additional discussion with Council and Resource Center staff. Council discussion included whether the current rate covers the monthly utilities, what will the additional space be utilized for, and should the lease payment be comparable to that of SWNCTA for use of space at the auditorium.

At the June 16, 2025 City Council meeting, discussion was held regarding the items carried forward from April 21st. At the June 16th meeting, two separate ways of calculating rent was presented to the Council, the first method divided the building utilities in half, while the second method based rent on a square footage basis (\$1.49 per sq. foot x 4,198.75 sq. feet). At the meeting, Kaye T. Bieck presented the current financial status of the Resource Center, emphasizing the fact that there is little room for increases in operating expenditures. Staff was instructed to discuss the addendum with Ms. Bieck and return with a proposal.

Staff appreciates the Family Resource Center's financial situation and understands the importance the Resource Center holds in our community. Many of the Resource Center's patrons struggle to make ends meet, generating a great demand for the Resource Center's services.

Additionally, it is important for the viability of the building to have a tenant that monitors the building's condition. Without this presence, the building would deteriorate and needed improvements could be missed.

For these reasons, staff recommends keeping the rent at \$300 per month, which represents one-half of the current utility expenses at the location.

APPROVALS:



Nathan A. Schneider, City Manager

July 2, 2025



Lea Ann Doak, City Clerk

July 2, 2025

FIRST ADDENDUM TO LEASE

On June 3, 2019, the City of McCook (the "City") and Family Services, Inc (the "Business") entered into an agreement for the lease of a portion of the City's building located at 526 West B Street.

WHEREAS, the Business desires to lease additional building space from the City of McCook,

WHEREAS, the City does not currently require the use of the additional requested space for City operations, and,

WHEREAS, a First Addendum to Lease is necessary to modify the existing terms of the original Lease.

THEREFORE, the parties agree as follows:

1. Section 1 is hereby amended to read as follows:

1. The Business shall be allowed to lease, under the terms of this Agreement, the following rooms of the building, to wit:

- 1.1. Day room;
- 1.2. Kitchen;
- 1.3. Bedroom;
- 1.4. Bathroom;
- 1.5. Front foyer;
- 1.6. Detective's room for storage (an additional key will need to be issued with said key being held by the Director of the Family Resource Center)
- 1.7. Server room;
- 1.8. Dispatch;
- 1.9. PD Kitchen;
- 1.10. Evidence room and associated hallway;
- 1.11. Administrative office;
- 1.12. Police chief office; and
- 1.13. Sergeant/Patrol Office.

2. Section 2 is hereby amended to read as follows:

2. Attached to this First Addendum to Lease is a diagram of the additional portion of the building being leased by the Business with said diagram marked as Exhibit D and made a part of this Addendum by this reference.

3. That the existing terms and conditions of Section 11 shall remain unaffected and unchanged as follows:

11. The Business shall pay the City, in lieu of rent, Three Hundred Dollars (\$300.00) per month. This amount is the amount the City estimates the Business will use in monthly utilities with said utilities to include electric, gas, water, sewer, trash and general repairs. The \$300.00 a month payment shall be due on the 1st day of every month during the term of this Agreement. The first payment under this Agreement shall be paid to the City on June 4, 2019.

3. The Business shall be allowed to take possession of the additional rooms in the building on July 1, 2025.
4. All other terms and conditions contained within the June 3, 2019 shall remain unaffected and unchanged as a result of this First Addendum to Lease.

CITY OF MCCOOK

Linda Taylor, Ex-officio Mayor
and Council President

Dated: _____, 2025.

Attest:

Lea Ann Doak, City Clerk-Treasurer

Dated: _____, 2025.

FAMILY SERVICES, INC

By: _____



EXHIBIT D

CITY MANAGER'S REPORT
JULY 7, 2025 MCCOOK CITY COUNCIL MEETING

ITEM _____ Ratify the quotes executed between city staff and Outdoor Recreation Products for the installation and construction of a new inclusive playground at Kelley Park and new playground at Barnett Park.

BACKGROUND:

Over the course of the past few years, the City Council has authorized the installation and construction of two new playground sets, the inclusive playground at Kelley Park and a new playground at Barnett Park. The inclusive playground is funded by fundraised dollars, sales tax dollars (ie. \$50,000), and \$500,000 from the RCRP grant awarded by NDED. The Barnett Park playground is funded by the RCRP grant, with \$200,000 earmarked by the City Council for the project.

Staff was informed by Outdoor Recreation Products on June 20, 2025 that in order to guarantee the installation of the inclusive playground and Barnett Park playground in the Fall and Spring of 2025 and 2026, respectively, the two quotes needed to be executed as soon as possible. Staff executed both quotes on June 24th in order to lock in the installation dates.

Staff requests the City Council ratify the execution of the quotes.

APPROVALS:



Nathan A. Schneider, City Manager

July 2, 2025



Lea Ann Doak, City Clerk

July 2, 2025



Kyle Potthoff, Public Works Director

July 2, 2025

ORDER FORM



Outdoor Recreation Products

OUTDOOR RECREATION PRODUCTS CONTACT: Andrew Bebee, 402.289.0400,
andrew@outdoorrec.net

PROJECT NAME: Kelley Park Playground

ORDER DESCRIPTION: Inclusive Park

PURCHASE ORDER NUMBER: (Optional) July 2, 2025

DATE: July 2, 2025

LEAD CUSTOMER CONTACT:

Name Kyle Potthoff

Email potthoff@cityofmccook.com

Phone (308)345-2022

BILLING ADDRESS: Invoices are Emailed to Billing Contact Unless Otherwise Directed. If mailed hard copies are required for invoicing please check here

City of McCook, 505 West C Street, McCook, NE 69001

BILLING CONTACT: (If different than lead customer contact)

Name: Kyle Potthoff

Email: potthoff@cityofmccook.com

Phone: (308)345-2022

INSTALLATION SITE ADDRESS:

405 East M Street, McCook, NE 69001

DELIVERY ADDRESS (if different then Installation Site Address):

111 South Street, McCook, NE 69001

DELIVERY CONTACT: (If different than lead customer contact)

Name: Kyle Potthoff

Email: potthoff@cityofmccook.com

Phone: (308)345-2022

INSTALLATION: ORP Provided Installer Community Build Owner's Contractor TBD

DELEIVERY DATE REQUEST: (TBD at time of order) ASAP Specific Date

TAX EXEMPT: (Please send forms to andrew@outdoorrec.net) Yes (Please Send Tax Exempt Forms)

ANY SPECIAL INSTRUCTIONS OR COMMENTS:

THANK YOU

Kyle Potthoff



601 7th Street South, Delano, MN 55328

Quote

Play Equipment, Installation, and Surfacing

Concept 1

Page 1 of 1

Quote Date: June 23, 2025
 Sales Rep: Andrew Bebee, Gretna, NE Location
 402.289.0400
 andrew@outdoorrec.net
 Lead Times: **
 Terms: Net 30 days

Opportunity No.:
 Project: McCook Inclusive Playground
 Location: McCook, NE
 Attn:
 Phone:
 Email:

Play Areas			
Qty	Description	Unit	Total
LS	Landscape Structures, Inc. PlayBooster Structure per Design 1164645-01-04. Aluminum Posts. Direct Bury. Surface Mount. 2174815A12' Ramp w/Guardrails and Curbs 1120325ARamp Berm Exit Plate Concrete Wall 1135344BBlock Climber Perm Handholds Ground-Deck 40"D DB 1152907DDeck Link w/Barriers Steel end panels 4 Steps 1345317ALogo Climber 64"Dk DB 1148039AStar Seeker DB Only Attached to Hex Deck 1152911ACurved Transfer Module Left 32"Dk DB 2178710AHexagon Tenderdeck 4121948AKick Plate 8"Rise 4111231ATriangular Tenderdeck 6119646ATri-Deck Extension 4191031AAccessible Panel Curb 1345296ABongo Reach Panel Above Deck 1123844ABraille Panel Above Deck 1345282ABubble Panel Above Deck 1345298AChimes Reach Panel Above Deck 1117146AGear Panel Above Deck 1345273AHandhold Panel Set 1345295ANavigator Reach Panel Above Deck 1345289APeriscope Panel Above Deck 1345297ARing-a-Bell Reach Panel Above Deck 1120901AGrab Bar		\$ 254,826.60
	1111404G100"Alum Post DB 3111404F108"Alum Post DB 5111404E116"Alum Post DB 1111404B140"Alum Post DB 1111404A148"Alum Post DB 1111404M148"Steel Post DB 4176762A182"Steel Post 60"Bury for CoolToppers on Hex Deck 1154883D221"Steel Post (60" Bury) For CoolTopper Single Post Pyramid Roof 2111404J76"Alum Post DB 5111404H92"Alum Post DB 1176761ACoolToppers Full Sail For Hex Deck 1154884ACoolToppers Single Post Pyramid Roof DB Only1 1123333ARollerslide 40"Dk DB 1222708AWhooshWinder Slide 72"Dk DB1 1331159ABillows DB Only1		
LS	Landscape Structures, Inc. Freestanding Event: Model #, Feature Description. Direct Bury. Surface Mount. 1CP01015315' X 4' HILL NET CLIMBER FOR 4FT ELEVATION DB Using thru-clamps. Will be 12i-18i off grade. Includes (6) 7ga steel posts 7CP001153SINGLE HILL LOOP, 36"OC DB 2247179ACurva Spinner DB Only 1248819AWe-Go-Round w/Perf Panels - 2 seats DB Only1 1186490AWe-saw DB Only1 1158105AWobble Pod DB Only 1355992ASymbol Communication Sign English-English w/2 Post DB 1182503CWelcome Sign (LSI Provided) 2141683C72" TenderTuff Bench w/o Back DB		\$ 24,770.70

Landscape Structures, Inc. Swing Area Direct Bury.
 1174815A12' Ramp w/Guardrails and Curbs
 1120325ARamp Berm Exit Plate
 1120818APlaystructure Seat
 2111404J76"Alum Post DB
 2111404H92"Alum Post DB
 4174018ABelt Seat ProGuard Chains for 8' Beam Height
 1176038GFull Bucket Seat ProGuard Chains for Toddler Swing
 1218671CMolded Bucket Seat (2-5 yrs) w/Harness ProGuard Chains for 8' Beam Height
 1177351AMolded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height
 1177332ASingle Post Swing Frame 8' Beam Height Only
 2177333ASingle Post Swing Frame Additional Bay 8' Beam Height Only
 1177337AToddler Swing Add-On Beam
 1277778AWe-Go-Swing w/1 Accessible Bay DB Only1
 1156058HDW SQ DECK KICK PLATE

Subtotal \$ 341,731.42

2-5Y & 6-23M PLAY AREA

Qty	Description	Unit	Total
LS	Landscape Structures, Inc. SmartPlay Structure per Design 1164645-01-04. Aluminum Posts. Direct Bury. 1233083ACentre DB1 1228213ARhapsody Jingle Metallophone DB 1228218ARhapsody Kundu Drum Junior DB 1228214ARhapsody Warble Chimes DB 1182503AWelcome Sign (LSI Provided) 1141683C72" TenderTuff Bench w/o Back DB 1223856ANook DB		\$ 88,823.60
Subtotal			\$ 88,823.60

Play Equipment Subtotal \$ 430,555.02
 Contract Purchasing Discount \$ (34,444.40)
 Freight \$ 11,250.00

SUBTOTAL PLAYGROUND EQUIPMENT MATERIAL COSTS w/ FREIGHT \$ 407,360.61

INSTALLATION SERVICES

Qty	Description	Unit	Total
LS	Installation of Landscape Structures, Inc. Playground Design 1164645-01-04 by a certified Landscape Structures, Inc. installer per manufacturer's installation specifications, requirements, and recommendations. SEE NOTES FOR A MORE DETAILED DESCRIPTION OF WHAT IS INCLUDED AND ITEMS NOT INCLUDED.	Lump Sum	90,082.88
LS	Sitework: Move/Remove Sand/Dirtwork/ Reinstall Sand Drainage, Pour 4" Concrete Pad for PIP Rubber and Turf (4192 SF, 3078 SF, 788 SF) Pour Concrete Ringwall (300 LF) Fabric : 2780 SF Engineered Wood Fiber (125 CY) includes material and freight. KP per Andrew Dirtwork for ADA Walk - Concrete Walk - 5'x200' LF - Dimensions Assumed and need to be finalized Site Grading for Hillscape Removal/Disposal of Existing Playground - No salvaging of materials included Seeding & Restoration Excludes private locates and sprinkler repair	Lump Sum	212,043.54
SUBTOTAL INSTALLATION SERVICES			302,126.42

SAFETY SURFACING: Poured-In-Place Surfacing Materials and Installation Services

Qty	Description	Unit Cost	Unit Cost
LS	(8956 SF) Surface America PlayBound Poured-In-Place Surfacing: 1.75 inch (1715 sq ft), 3.5 inch (4624 sq ft) & (2617 SF) thick system Thicknesses subject to nominal variation. Includes 1/2 inch color (TPV or EPDM granules) top surface, Various Thickness SBR basemat. The system's top surface to 50% standard non-premium color, 50% black. No mounds. No graphics. Includes Aliphatic Binder. Aliphatic Binder comes with a 10-year warranty. Includes freight. Includes installation of Playbound Poured-In-Place surfacing.* (This quote is for material and installation of the play surface only as described on this quote and does not include any ancillary work required such as sub base, security, drainage, removal of any existing surface, subgrade prep, testing, etc.) SEE NOTES FOR A MORE DETAILED DESCRIPTION OF WHAT IS INCLUDED AND ITEMS NOT INCLUDED.		\$ 203,347.77
SUBTOTAL SAFETY SURFACING			\$ 203,347.77

SAFETY SURFACING: Turf Safety Surfacing Materials and Installation Services

Qty	Description	Unit Cost	Unit Cost
LS	(788 SF) Surface America Playbound Turf Top Surfacing Non-Infill Turf System: 1-1/4" thick non-infill turf (PL929) with 3.75" thick poured SBR base mat. Roll cuts are 15' x custom lengths. Includes freight and installation or Playbound Turf Top Surfacing. Standard Green Color.* (This quote is for material and installation of the play surface only as described on this quote and does not include any ancillary work required such as sub base, security, drainage, removal of any existing surface, subgrade prep, testing, etc.) SEE NOTES FOR A MORE DETAILED DESCRIPTION OF WHAT IS INCLUDED AND ITEMS NOT INCLUDED.	Lump Sum	\$ 27,084.62
SUBTOTAL SAFETY SURFACING			\$ 27,084.62
Sales Tax			Not Included
TOTAL			\$ 939,919.43

IMPORTANT NOTES:

- ** QUOTE VALID FOR 30 DAYS
- * Quote Assumes Purchase Through SourceWell Contract No. 010521-LSI by Sourcewell Member Account #161736
- ** Lead Times are subject to change. We will verify anticipated lead times at the time of order. The ship date will be confirmed after your order is placed.
- ** Lead Times are subject to change. Custom order lead times are specifically difficult to predict and depend on the quantity of custom orders received at a given time. We will verify anticipated lead times at the time of order. The ship date will be confirmed after your order is placed. If a specific delivery date is needed it is important to notify us as soon as possible so we can do our best to verify the feasibility of achieving your desired project schedule.
- ** Lead Times are for equipment only. Installation schedules are dependent on the availability of installer(s).
- ** Due to increased volume this year, our lead times are currently longer than usual. We apologize for the inconvenience and appreciate your business***
- * DOES NOT INCLUDE: Sale Tax will need to be added if not tax exempt. Tax exemption certificate provided at time of order. If not tax exempt, sales tax will be added.
- * DOES NOT INCLUDE: Any upgrade to insurance coverage beyond our current coverage. Current Insurance coverage available upon request.

PLAY EQUIPMENT

- * Equipment pricing is based on a design provided with this quote. Changes to the design configuration negates the price provided.
- * Colors can be modified within Landscape Structures' standard color options at no additional cost. Color options attached. Colors must be approved prior to ordering.

POURED-IN-PLACE SURFACING:

Product Information: Surface America's PlayBound Poured-In-Place system is IPEMA Certified. REDUCE YOUR RISK BY USING AN IPEMA CERTIFIED MANUFACTURER. This is a two-layer system. The color top surface is composed of virgin EPDM (Ethylene Propylene Diene Monomer) rubber or TPV (Thermoplastic Vulcanizates) rubber granules encapsulated in polyurethane. It is applied at industry leading rate of 2.44 lbs. per sq. ft. for long-term durability. The basemat consists of 100% post-consumer recycled SBR (Styrene Butadiene Rubber) and polyurethane.

- * 3.5" thick Poured-in-Place System meets 8ft critical fall height.
- * Both Surface America and Surface America installation crews (subcontractors) are non-union. Surface America cannot conform to any PLA/CWA agreements. If a PLA/CWA agreement is required for work to be provided by Surface America will not be able to honor at time of order. If Davis-Bacon Act and related acts are in effect for this project or prevailing wage is required this will need to be requested.
- * SA will work diligently to install every surface with no seams, but uncontrollable situations do arise that prevent a surface from being seamless. In any instance where a seam(s) is installed, it will be as invisible as possible, as tight and strong as possible and also covered under our extensive warranty.
- * Product comes with the manufacturer's Extreme-10, 10 year warranty for Aliphatic Binder and 7 Year warranty for Aromatic Binder. Critical fall height impact attenuation warranted for 3 years.
- * MOUNDS: For mounds (if quoted) - Max degree of mound is to be 30 degrees or less; 30 deg. (57.5%) max slope for any mound 4' high or over - 45 deg. (100%) max slope for any mound under 4' high. If mound is steeper, Surface America will not be able to warranty surface; also, installation may not even be possible. Crushed stone is not an acceptable sub-base for any mounded area. Crushed stone is not an acceptable sub-base for any mounded area. In these areas the stone would be to be skim coated with concrete or asphalt to make it more stable. If slope is greater than what is recommended, or sub-base of mound is not concrete or asphalt, Surface America cannot guarantee warranty.
- * **PIP Binder Option 1A:** This quote includes options for Aromatic Binder. If used, certain colors may amber when exposed to UV rays. This is an industry wide scenario when Aromatic binder is used. Some colors may amber more than others, however the potential exists for all colors. For all Blues, Pearl, Gray, Purple, Teal, we recommend aliphatic (non-yellowing) binder be considered. Blues and Light Gray will amber (yellow) the most when using standard aromatic. Standard aromatic works best with any of the greens, brown, beige or terracotta. Current quote assumes you will use a color appropriate for aromatic binder. If other colors are preferred we recommend updating the quote to include Aliphatic binder.
- * **PIP Binder Option 1B:** This quote includes options for Aliphatic Binder. The Aliphatic Binder is a higher-quality binder that prevents colors from ambering when exposed to UV rays, provides greater resistance to wear, and improves tensile strength. Yellowing or ambering can occur if the alternative, an aromatic binder, is used. Some colors may amber more than others, however, the potential exists for all colors. With certain EPDM rubber colors (All Blues, Pearl, Gray, Purple, Teal). Blues and Light Gray will amber (yellow) the most when using standard aromatic. This is not unique to Surface America's aromatic binder. It is an industry-wide scenario when used.
- * **PIP Color Options:** A 50% standard (nonpremium) color/ 50% black mix is quoted. See attached for color options. Any of these colors can be mixed in combination with another color or mixture of colors to achieve a blended, speckled look. A percentage of black mixed with a color or multiple colors camouflages dirt and keeps cost down. All other factors being equal, the higher the percentage of black in the top surface mix, the lower the price. If a greater ratio of color is preferred this will need requested. Brown, Teal, Yellow, Purple, and Primary Red are considered premium colors; if one of the listed colors is selected for more than 25% of the top surface price will need requested.

Additional Product Information: can be found on their website <https://www.surfaceamerica.com/product/playbound-poured-in-place/>

TURF SURFACING:

- * Product comes with the manufacturer's 7 year warranty.
- * Lead Times for turf surfacing are currently 8-9 weeks. Lead times are subject to change and will be confirmed post-order. Please provide the desired date for installation so we can do our best to meet your expectations.
- * Please note turf rolls are 15' long and very heavy. Crew Must move rolls with a forklift. Crew needs access up to play area with forklift. If crew cannot move turf rolls into area with machinery - Customer will be responsible for moving turf into area for installation at no cost to Outdoor Recreation Products or their subcontractor.
- * 3.5" thick Turf Surfacing System meets 8ft critical fall height.
- * Color to be standard green, unless otherwise quoted.

* MOUNDS: For mounds (if quoted) - Max degree of mound is to be 30 degrees or less; 30 deg. (57.5%) max slope for any mound 4' high or over - 45 deg. (100%) max slope for any mound under 4' high. If mound is steeper, Surface America will not be able to warranty surface; also, installation may not even be possible. Crushed stone is not an acceptable sub-base for any mounded area. Crushed stone is not an acceptable sub-base for any mounded area. In these areas the stone would be to be skim coated with concrete or asphalt to make it more stable. If slope is greater than what is recommended, or sub-base of mound is not concrete or asphalt, Surface America cannot guarantee warranty.

Additional Product Information: can be found on their website <https://www.surfaceamerica.com/product/playbound-turf-top/>

ENGINEERED WOOD FIBER SAFETY SURFACING:

* INCLUDES Engineered Wood Fiber, acceptance of delivery, and unloading of associated materials for installation.

* INCLUDES placing wood fiber in lifts, rake, and level as necessary for installation of the wood fiber system. If wetting is required, assumes water is available on site. By Others: Site to be excavated to subgrade prior to placement of wood fiber. Engineering fabric, clean aggregate, and drainage to be provided by others unless otherwise quoted.

* Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/ 200GMax. We are able to meet lower HIC and Gmax values as required but must be provided the written specifications stating that requirement in order to quote accordingly.

INSTALLATION SERVICES:

Work Includes

* Installation of playground equipment and poured-in-place surfacing provided within this quotation only.

* INCLUDES accepting playground equipment delivery, unloading, installation of playground equipment and associated concrete footings. Includes coordination with Owner and any contractors performing site work. Includes removal of associated waste material from playground equipment and poured-in-place (i.e. packaging, footing dirt spoils) from the site.

* Includes material, freight, unloading, and installation of tiles, poured-in-place and turf material quoted.

* INCLUDES coordination with Owner and any contractors performing site work.

* We will work diligently to install turf or poured-in-place surface with no seams, but uncontrollable situations do arise that prevent a surface from being seamless. In any instance where a seam(s) is installed, it will be as invisible as possible, as tight and strong as possible and also covered under our extensive warranty.

Work NOT Included

* DOES NOT INCLUDE construction staking. Customer to provide stakes for locating playground equipment installation.

* DOES NOT INCLUDE as-built drawings.

* DOES NOT INCLUDE union labor or prevailing wages. (MAKE SURE PROJECT DOES NOT REQUIRE DAVID-BACON ACT)

* DOES NOT INCLUDE County and/or City submissions, approval or associated fees.

* DOES NOT INCLUDE State, Federal, or Local Health Department submissions.

* DOES NOT INCLUDE any payment or performance bonds.

* DOES NOT INCLUDE background checks are not included. If background checks are required this will need to be requested.

* DOES NOT INCLUDE storing of equipment off-site. Equipment to be delivered to the project site at the time of installation unless otherwise directed. If site conditions are not ready for installation Customer is responsible for accepting delivery and storing equipment until the site is ready for installation services quoted.

* DOES NOT INCLUDE site security or fencing. Protection of the play equipment and surfacing from damage due to other workers negligence or vandalism during the installation process is the responsibility of the customer.

* DOES NOT INCLUDE over-excavation, exploratory potholing, or utility locates.

* DOES NOT INCLUDE any boring, penetrations, and or sleeving unless specifically included in proposal.

* DOES NOT INCLUDE demolition, removal of existing vegetation, un-hazardous materials, unsuitable soils, or topsoil.

* DOES NOT INCLUDE tree or stump removal. Does not include removal of structures or unknown materials below ground that require removal for playground construction.

* DOES NOT INCLUDE playground safety audit.

* DOES NOT INCLUDE replacing utilities, irrigation, or hardscape damaged. Customer is responsible for providing utility locates so damage to underground utilities can be prevented. We will not be responsible for damages incurred to grounds throughout the installation process. It is understood by both parties that heavy equipment may be required in order to efficiently complete the project or gain access to the site. We will make every effort to ensure that any property damage to the grounds is kept to a minimum throughout the duration of the project.

* DOES NOT INCLUDE final cleanup of site and playground equipment. We will clean up debris and waste material produced from installation services provided. Waste material to be disposed of in dumpsters provided by Customer, unless otherwise agreed upon.

* DOES NOT INCLUDE on-site drop testing for impact attenuation of safety surface system under and around installed playground equipment is not included.

Quantity & Depth Confirmation

* Final confirmation of square footage and thickness to be verified and approved by customer. Price quoted based on specific information provided by customer. If different than what was provided, project will need to be re-quoted.

* Wastage included.

* Safety surface system varies in depth depending on the designated critical fall height of the playground equipment as determined by the manufacturer. Please verify the critical fall height of the playground equipment before ordering.

* Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/ 200GMax. We are able to meet lower HIC and Gmax values as required but must be provided the written specifications stating that requirement in order to quote accordingly. Quote is based on thickness/critical fall height performances as tested by an accredited laboratory, and not subject to results generated by hand held, suspect field testing equipment.

* Surfacing will be installed to follow slope of the subbase and thickness of safety surfacing quoted to be kept consistent; surfacing will not be installed thicker over drains unless requested and then price will be revised. Please advise if installation is to be installed in any other manner, so quote can be adjusted. If surface detail is confusing as to whether or not flat curb to curb surfacing is needed a detailed grading plan MUST be provided so necessary surfacing thickness can be determined and quote will then be repriced.

Scheduling

* Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C) during installation and a minimum of 24 hours. Installation can not occur during steady or heavy rain.

* Site Readiness Form must be filled out and submitted with photos prior to confirming installation date and time.

* A \$1,200/day fee will be charged for each day that our installers are on site after the agreed upon start date if the site is not ready for the installation to begin. A site features form, required photos request, completed dimensions verification form and elevation form request will be sent out for completion after the order is placed. These forms must be completed in full and returned no later than 4 business days prior to the scheduled installation start date otherwise the installation may be rescheduled to a later date at the discretion of the Installation Project Manager until said forms have been completed.

* EXTRA MOBILIZATION FEE: A \$1,500/day fee will be charged for each day that our installers are on site after the agreed-upon start date and the site is not ready for the installation to begin. If additional trips and mobilization are required, additional fees will be applied. For us to meet your project timelines, scheduling in advance is critical.

* WINTER WEATHER CLAUSE: Winter work charges will be extra. When cold weather results in the suspension of regular work activities, scheduling guarantees cannot be honored. When ambient temperatures are 32 degrees or less, the Contractor reserves the right to suspend work. Cold weather concrete work to meet ACI 301 specifications.

Site Requirements

* INSTALLATION PRICE ASSUMES: Normal soil conditions, easy and reasonable access for equipment and trucks. Rock and Utility Clause applies. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for moving or repairing any underground utility lines such as electrical, telephone, gas or water lines will be the customers responsibility. Customer will be notified for approval before Rock and Utility Clause is brought into effect.

* INSTALLATION PRICE ASSUMES: Installation crews must have free, uninterrupted, and clear access to the site for price to hold. This includes access to for concrete ready mix trucks, skid steers, lull lifter trucks and other installation support vehicles. The staging area shall be adjacent to the site for storing playground equipment and surfacing materials.

* INSTALLATION PRICE ASSUMES: Crews must have free, clear and ease of access to site from unload point for price to hold. Crews would need a minimum of a 6' wide clearance opening from the outside to the play area where product is being installed for the equipment and materials used for this installation. Additional costs may be incurred should access be less than acceptable. If stairs are required to gain access to site, pricing will need to be re-quoted and customer must advise location and number of stairs. If material and machinery would need to be hoisted, it would be provided by others to roof level &/or non-street level. Crane, electrical and water provided by customer. Ease of access into area is necessary for amount estimated; if access is difficult please advise and request re- quote.

Other Requirements

* INSTALLATION PRICE ASSUMES: The installation of playground equipment shall occur before concrete or rock subbase for surfacing is installed or a requote may be necessary.

* INSTALLATION PRICE ASSUMES: Temporary power, water, waste, or dumpster services will be provided by others.

* WARRANTY CLAUSE: When conditions uncontrollable by the Contractor affect the quality of the proposed product, the Contractor may notify the Client that such conditions prohibit continued work. If the Client directs the Contractor to proceed with the work, all warranties are void.

* Quote Assumes Purchase Through SourceWell Contract No. 010521-LSI by Sourcewell Member Account ##161736.

TO PLACE ORDER THE FOLLOWING MUST BE PROVIDED:

*'Submittal Approval Form' approving materials, layout, and color selection. Form must be signed prior to order.

*'Customer Order Form' must be filled out and provided prior to order. Form provides us with important contact and coordination information.

* A Purchase Order made out to Landscape Structures is required for purchasing through the National Contract.

Landscape Structures 601 7th Street South, Delano, MN 55328

* Tax exempt certificate, if applicable.

TERMS OF SALE:

<https://www.sourcewell-mn.gov/cooperative-purchasing/010521-lsi>

THANK YOU FOR YOUR CONSIDERATION

SERVICE CHARGES OF 3% OF THE TOTAL BILL WILL BE CHARGED ON ALL PAST DUE INVOICES.

***DOES NOT INCLUDE: Any upgrade to insurance coverage beyond our current coverage. Current insurance coverage available upon request.**

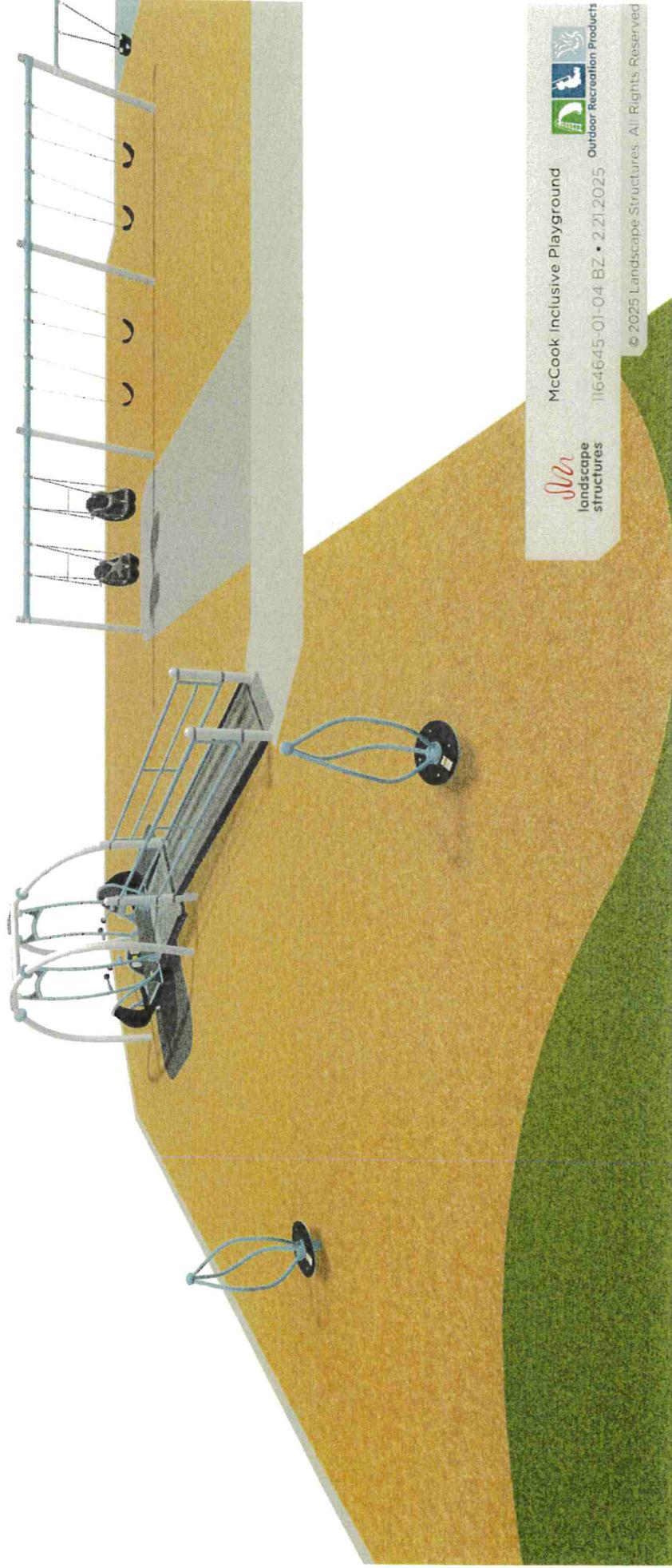
Signing below confirms agreement with pricing and terms above.

To Accept this quotation, sign & date here and return:

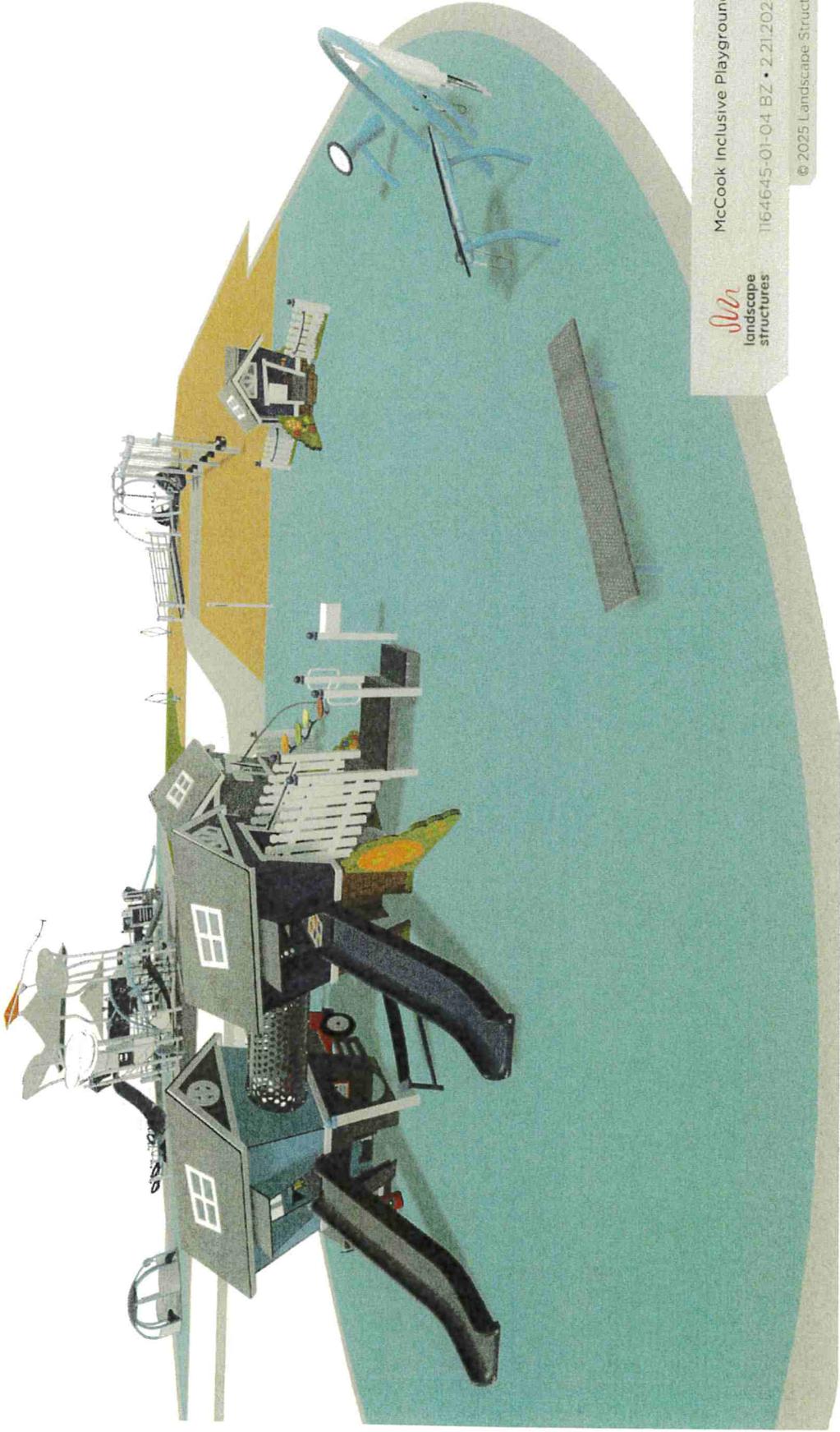


6/24/25

THANK YOU FOR YOUR BUSINESS



McCook Inclusive Playground
116-4645-01-04 BZ • 2.21.2025
Outdoor Recreation Products
© 2025 Landscape Structures. All Rights Reserved



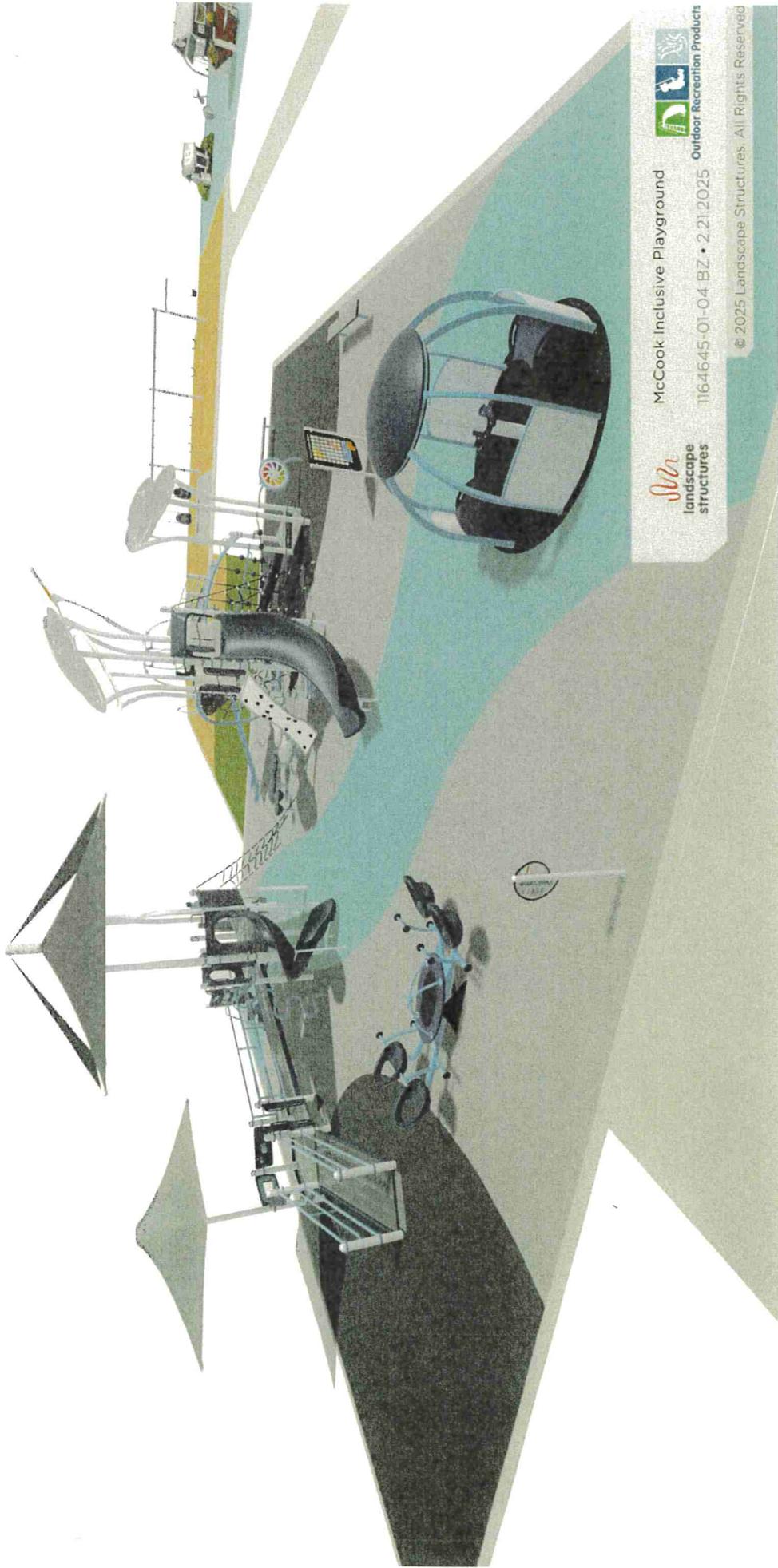
McCook Inclusive Playground

1164645-01-04 BZ • 2.21.2025



Outdoor Recreation Products

© 2025 Landscape Structures. All Rights Reserved



McCook Inclusive Playground



1164645-01-04 BZ • 2.21.2025

Outdoor Recreation Products

© 2025 Landscape Structures. All Rights Reserved

ORDER FORM



Outdoor Recreation Products

OUTDOOR RECREATION PRODUCTS CONTACT: Andrew Bebee, 402.289.0400,
andrew@outdoorrec.net

PROJECT NAME: Barnett Park Playground

ORDER DESCRIPTION: City Park

PURCHASE ORDER NUMBER: (Optional) _____

DATE: July 2, 2025

LEAD CUSTOMER CONTACT:

Name Kyle Potthoff

Email potthoff@cityofmccook.com

Phone (308)345-2022

BILLING ADDRESS: Invoices are Emailed to Billing Contact Unless Otherwise Directed. If mailed hard copies are required for invoicing please check here

City of McCook, 505 West C Street, McCook, NE 69001

BILLING CONTACT: (If different than lead customer contact)

Name: Kyle Potthoff

Email: potthoff@cityofmccook.com

Phone: (308)345-2022

INSTALLATION SITE ADDRESS:

502 South Hwy 83, McCook, NE 69001

DELIVERY ADDRESS (if different then Installation Site Address):

111 South Street, McCook, NE 69001

DELIVERY CONTACT: (If different than lead customer contact)

Name: Kyle Potthoff

Email: potthoff@cityofmccook.com

Phone: (308)345-2022

INSTALLATION: ORP Provided Installer Community Build Owner's Contractor TBD

DELEIVERY DATE REQUEST: (TBD at time of order) ASAP Specific Date

TAX EXEMPT: (Please send forms to andrew@outdoorrec.net) Yes (Please Send Tax Exempt Forms)

ANY SPECIAL INSTRUCTIONS OR COMMENTS:

THANK YOU

Kyle Potthoff



601 7th Street South, Delano, MN 55328

Quote

Play Equipment, Installation, and Surfacing Concept 1

Page 1 of 1

Quote Date: June 17, 2025
 Sales Rep: Andrew Bebee, Gretna, NE Location
 402.289.0400
 andrew@outdoorrec.net
 Lead Times: **
 Terms: Net 30 days (Spring 2026)

Opportunity No.:
 Project: Barnett Park
 Location: McCook, NE
 Attn: City of McCook
 Phone:
 Email:

5-12Y PLAY AREA

Qty	Description	Unit Cost	Unit	Total
LS	Landscape Structures, Inc. SmartPlay Structure. Aluminum Posts. Direct Bury. 323659A Volo DB1			
LS	Landscape Structures, Inc. Freestanding Event: Model #, Feature Description. Direct Bury. Surface Mount. 173591A OmniSpin Spinner Surface Mount1			
LS	Landscape Structures, Inc. Swings: Direct Bury. 2 174018A Belt Seat ProGuard Chains for 8' Beam Height 1 352219A Flexx Swing w/Single Post Frame 52" Bury 1 177345A Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only			

2-5Y PLAY AREA

Qty	Description	Unit Cost	Unit	Total
LS	Landscape Structures, Inc. SmartPlay Structur. Aluminum Posts. Direct Bury 197057C Motion w/Play Table DB			
LS	Landscape Structures, Inc. Freestanding Event: Model #, Feature Description. Direct Bury. Surface Mount. 100121C Clubhouse w/Sq Poly Roof DB Standard Roof Logo			

Play Equipment Subtotal	\$	135,787.50
Contract Purchasing Discount	\$	(10,863.00)
Freight	\$	2,875.00

SUBTOTAL PLAYGROUND EQUIPMENT MATERIAL COSTS w/ FREIGHT \$ 127,799.50

INSTALLATION SERVICES

Qty	Description	Unit	Total
LS	Installation of Landscape Structures, Inc. Playground Design by a certified Landscape Structures, Inc. installer per manufacturer's installation specifications, requirements, and recommendations. SEE NOTES FOR A MORE DETAILED DESCRIPTION OF WHAT IS INCLUDED AND ITEMS NOT INCLUDED.	Lump Sum	43,896.01
LS	Construction Fence Mobilization Minor Fine Grading Excludes removal of existing equipment, Drainage. GeoTextile Fabric	Lump Sum	9,238.55

SUBTOTAL INSTALLATION SERVICES \$ 53,134.55

SAFETY SURFACING: Engineered Wood Fiber Safety Surfacing Materials and Installation Services

Qty	Description	Unit Cost	Unit Cost
LS	Engineered Wood Fiber (158 CY) includes material and freight. A fuel surcharge has been included and is subject to change depending on when order is placed. Includes blowing in material in accordance with the specifications and bid requirements. Includes placing material in 4-inch lifts, wet, rake, and level as necessary for installation of the wood fiber system. SEE NOTES FOR A MORE DETAILED DESCRIPTION OF WHAT IS INCLUDED AND ITEMS NOT INCLUDED. Excludes GeoTextile Fabric	Lump Sum	\$ 13,377.83

SUBTOTAL SAFETY SURFACING \$ 13,377.83

Sales Tax Not Included

TOTAL \$ 194,311.88

OPTION: Swings Surfacing

Qty	Description	Unit Cost	Unit Cost
LS	Engineered Wood Fiber (36 CY) includes material and freight. A fuel surcharge has been included and is subject to change depending on when order is placed. Includes blowing in material in accordance with the specifications and bid requirements. Includes placing material in 4-inch lifts, wet, rake, and level as necessary for installation of the wood fiber system. SEE NOTES FOR A MORE DETAILED DESCRIPTION OF WHAT IS INCLUDED AND ITEMS NOT INCLUDED. Includes 962 Sf of GeoTextile Fabric Includes 132 LF of Poly Timbers (Provided and Installed)	Lump Sum	\$ 8,295.65

SUBTOTAL SAFETY SURFACING \$ 8,295.65

IMPORTANT NOTES:

** QUOTE VALID FOR 30 DAYS

* Quote Assumes Purchase Through SourceWell Contract No. 010521-LSI by SourceWell Member Account #161736

** Lead Times are subject to change. We will verify anticipated lead times at the time of order. The ship date will be confirmed after your order is placed.

** Lead Times are for equipment only. Installation schedules are dependent on the availability of installer(s).

** Due to increased volume this year, our lead times are currently longer than usual. We apologize for the inconvenience and appreciate your business***

* DOES NOT INCLUDE: Sale Tax will need to be added if not tax exempt. Tax exemption certificate provided at time of order. If not tax exempt, sales tax will be added.

*DOES NOT INCLUDE: Any upgrade to insurance coverage beyond our current coverage. Current Insurance coverage available upon request.

PLAY EQUIPMENT

* Equipment pricing is based on a design provided with this quote. Changes to the design configuration negates the price provided.

* Colors can be modified within Landscape Structures' standard color options at no additional cost. Color options attached. Colors must be approved prior to ordering.

ENGINEERED WOOD FIBER SAFETY SURFACING:

* INCLUDES Engineered Wood Fiber, acceptance of delivery, and unloading of associated materials for installation.

* INCLUDES placing wood fiber in lifts, rake, and level as necessary for installation of the wood fiber system. If wetting is required, assumes water is available on site. By Others: Site to be excavated to subgrade prior to placement of wood fiber. Engineering fabric, clean aggregate, and drainage to be provided by others unless otherwise quoted.

* Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/ 200GMax. We are able to meet lower HIC and Gmax values as required but must be provided the written specifications stating that requirement in order to quote accordingly.

* Unloading and Installation by Others. All site work including any granular sub-base, drainage and edging to also be completed by others; price is for rubber material only.

INSTALLATION SERVICES:

Work Includes

* Installation of playground equipment provided within this quotation only.

* INCLUDES accepting playground equipment delivery, unloading, installation of playground equipment and associated concrete footings. Includes coordination with Owner and any contractors performing site work. Includes removal of associated waste material from playground equipment and poured-in-place (i.e. packaging, footing dirt spoils) from the site.

* Includes material, freight, unloading, and installation of tiles, poured-in-place and turf material quoted.

* INCLUDES coordination with Owner and any contractors performing site work.

Work NOT Included

BY OTHERS: All other work including but not limited to site preparation, surfacing concrete subbase, subdrain, erosion control, utility locates, drainage, concrete site work shall be completed by others. Excludes concrete testing/analysis. Excludes storing and securing of playground equipment. If it becomes necessary to cross landscaping, sidewalks or grass areas to reach project are reseeded or sodding may be necessary, the customer will be responsible unless otherwise noted.

* DOES NOT INCLUDE construction staking. Customer to provide stakes for locating playground equipment installation.

* DOES NOT INCLUDE as-built drawings.

* DOES NOT INCLUDE union labor or prevailing wages. (MAKE SURE PROJECT DOES NOT REQUIRE DAVID-BACON ACT)

* DOES NOT INCLUDE County and/or City submissions, approval or associated fees.

* DOES NOT INCLUDE State, Federal, or Local Health Department submissions.

* DOES NOT INCLUDE any payment or performance bonds.

* DOES NOT INCLUDE background checks are not included. If background checks are required this will need to be requested.

* DOES NOT INCLUDE storing of equipment off-site. Equipment to be delivered to the project site at the time of installation unless otherwise directed. If site conditions are not ready for installation Customer is responsible for accepting delivery and storing equipment until the site is ready for installation services quoted.

* DOES NOT INCLUDE site security (Fencing only). Protection of the play equipment and surfacing from damage due to other workers negligence or vandalism during the installation process is the responsibility of the customer.

* DOES NOT INCLUDE site preparation, site excavation, erosion control, or major earthwork. The site is to be excavated to subgrade of playground safety surfacing prior to playground installer arriving on site.

* DOES NOT INCLUDE playground safety surface, engineering fabric, subdrain systems, concrete, or rock subbase.

* DOES NOT INCLUDE over-excavation, exploratory potholing, or utility locates.

* DOES NOT INCLUDE any boring, penetrations, and or sleeving unless specifically included in proposal.

* DOES NOT INCLUDE subgrade prep, formwork, concrete sidewalks, ramps, walls, or curbs. Work excludes all concrete testing/analysis.

* DOES NOT INCLUDE demolition, removal of existing structures, existing vegetation, un-hazardous materials, unsuitable soils, or topsoil.

* DOES NOT INCLUDE tree or stump removal. Does not include removal of structures or unknown materials below ground that require removal for playground construction.

* DOES NOT INCLUDE site seeding. If it becomes necessary to cross landscaping, sidewalks, or grass areas to reach the project reseeded or sodding may be necessary, the Customer will be responsible unless otherwise noted.

* DOES NOT INCLUDE playground safety audit.

* DOES NOT INCLUDE replacing utilities, irrigation, or hardscape damaged. Customer is responsible for providing utility locates so damage to underground utilities can be prevented. We will not be responsible for damages incurred to grounds throughout the installation process. It is understood by both parties that heavy equipment may be required in order to efficiently complete the project or gain access to the site. We will make every effort to ensure that any property damage to the grounds is kept to a minimum throughout the duration of the project.

* DOES NOT INCLUDE final cleanup of site and playground equipment. We will clean up debris and waste material produced from installation services provided. Waste material to be disposed of in dumpsters provided by Customer, unless otherwise agreed upon.

Additional Surfacing Installation Notes

* DOES NOT INCLUDE on-site drop testing for impact attenuation of safety surface system under and around installed playground equipment is not included.

Quantity & Depth Confirmation

* Final confirmation of square footage and thickness to be verified and approved by customer. Price quoted based on specific information provided by customer. If different than what was provided, project will need to be re-quoted.

* Surfacing will be installed to follow slope of the subbase and thickness of safety surfacing quoted to be kept consistent; surfacing will not be installed thicker over drains unless requested and then price will be revised. Please advise if installation is to be installed in any other manner, so quote can be adjusted. If surface detail is confusing as to whether or not flat curb to curb surfacing is needed a detailed grading plan MUST be provided so necessary surfacing thickness can be determined and quote will then be repriced.

Scheduling

* EXTRA MOBILIZATION FEE: A \$1,200/day fee will be charged for each day that our installers are on site after the agreed upon start date if the site is not ready for the installation to begin. A site features form, required photos request, completed dimensions verification form and elevation form request will be sent out for completion after the order is placed. These forms must be completed in full and returned no later than 4 business days prior to the scheduled installation start date otherwise the installation may be rescheduled to a later date at the discretion of the Installation Project Manager until said forms have been completed.

* WINTER WEATHER CLAUSE: Winter work charges will be extra. When cold weather results in the suspension of regular work activities, scheduling guarantees cannot be honored. When ambient temperatures are 32 degrees or less, the Contractor reserves the right to suspend work. Cold weather concrete work to meet ACI 301 specifications.

Site Requirements

* INSTALLATION PRICE ASSUMES: Normal soil conditions, easy and reasonable access for equipment and trucks. Rock and Utility Clause applies. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for moving or repairing any underground utility lines such as electrical, telephone, gas or water lines will be the customer's responsibility. Customer will be notified for approval before Rock and Utility Clause is brought into effect.

* INSTALLATION PRICE ASSUMES: Installation crews must have free, uninterrupted, and clear access to the site for price to hold. This includes access to for concrete ready mix trucks, skid steers, lull lifter trucks and other installation support vehicles. The staging area shall be adjacent to the site for storing playground equipment and surfacing materials.

* INSTALLATION PRICE ASSUMES: Crews must have free, clear and ease of access to site from unload point for price to hold. Crews would need a minimum of a 6' wide clearance opening from the outside to the play area where product is being installed for the equipment and materials used for this installation. Additional costs may be incurred should access be less than acceptable. If stairs are required to gain access to site, pricing will need to be re-quoted and customer must advise location and number of stairs. If material and machinery would need to be hoisted, it would be provided by others to roof level &/or non-street level. Crane, electrical and water provided by customer. Ease of access into area is necessary for amount estimated; if access is difficult please advise and request re-quote.

Other Requirements

* INSTALLATION PRICE ASSUMES: Temporary power, water, waste, or dumpster services will be provided by others.

* WARRANTY CLAUSE: When conditions uncontrollable by the Contractor affect the quality of the proposed product, the Contractor may notify the Client that such conditions prohibit continued work. If the Client directs the Contractor to proceed with the work, all warranties are void.

* Quote Assumes Purchase Through SourceWell Contract No. 010521-LSI by Sourcewell Member Account #161736.

* Quote Assumes Purchase Through NASPO ValuePoint State of Iowa PO-10700-00015855 and associated addendums.

TO PLACE ORDER THE FOLLOWING MUST BE PROVIDED:

* 'Submittal Approval Form' approving materials, layout, and color selection. Form must be signed prior to order.

* 'Customer Order Form' must be filled out and provided prior to order. Form provides us with important contact and coordination information.

* A Purchase Order made out to Landscape Structures is required for purchasing through the National Contract.

Landscape Structures 601 7th Street South, Delano, MN 55328

* Tax exempt certificate, if applicable.

TERMS OF SALE:

<https://www.sourcewell-mn.gov/cooperative-purchasing/010521-lsi>

<https://www.naspoaluepoint.org/portfolio/parks-and-recreation-equipment-and-installation-2023-2027/landscape-structures-inc/>

THANK YOU FOR YOUR CONSIDERATION



Smart Play (5-12 years)

PHASE-1 Direct Bury Aluminum

AP: Plum/Orange/Granite/Tangerine



ProShield® Finish

- Posts/Arches: Plum
- Clamps/Ball Connectors: Tangerine
- Play Components: Orange

Polyethylene

- Slide Hoods/O-Zone®: Granite
- Slides/Tunnels/Gliders/E-Pods®: Granite
- Secondary Slides/Tunnels/Gliders/E-Pods®: Gray

Permalene®

- Primary Permalene: Recycled Tangerine w/Black
- Secondary Permalene: Recycled Tan w/Black
- Tertiary Permalene: Recycled Tangerine w/Black

TenderTuff

- Decks/Step Ladders: Brown

Cables

- Cables: Black

Swings

- Posts: Plum
- Beams: Orange
- Clamps: Tangerine
- Cables: Black
- Molded Bucket Seats: Granite

QTY	NUMBER	DESCRIPTION	WEIGHT (lb)	TOTAL PRICE (2025)
-----	--------	-------------	-------------	--------------------

**Freestanding Play
Motion & More Fun**

1	173591A	OmniSpin Spinner Surface Mount ¹ Slides/Tunnels/Gliders/E-Pods®: Granite=171	499.0	
---	---------	--	-------	--

Signs

1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury Posts/Arches: Plum=358	24.0	
---	---------	---	------	--

Swings

2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	16.0	
1	352219A	Flexx™ Swing w/Single Post Frame 52" Bury Posts: Plum=358 Beams: Orange=093 Clamps: Tangerine=319 Cables: Black=005	356.0	



1 177345A **Single Post Swing Frame 52" Bury Additional Bay 8' Height** 148.0

- Posts: Plum=358
- Beams: Orange=093
- Clamps: Tangerine=319

Smart Play®
Ages 5-12 Yrs

1 323659A **Volo® Direct Bury¹** 5750.0

- Posts/Arches: Plum=358
- Clamps/Ball Connectors: Tangerine=319
- Play Components: Orange=093
- Slide Hoods/O-Zone®: Granite=171
- Slides/Tunnels/Gliders/E-Pods®: Granite=171
- Secondary Slides/Tunnels/Gliders/E-Pods®: Gray=468
- Primary Permalene: Recycled Tangerine w/Black=819
- Secondary Permalene: Recycled Tan w/Black=844
- Tertiary Permalene: Recycled Tangerine w/Black=819
- Decks/Step Ladders: Brown=002
- Cables: Black=005
- Molded Bucket Seats: Granite=171

Smart Play (2-5 years)

PHASE-1 Direct Bury Aluminum

AP: Plum/Orange/Granite/Tangerine



ProShield® Finish

- Posts/Arches: Plum
- Play Components: Orange

Polyethylene

- Slides/Tunnels/Gliders/E-Pods®: Granite
- Roofs: Granite

Permalene®

- Primary Permalene: Recycled Tangerine w/Black
- Secondary Permalene: Recycled Tan w/Black
- Tertiary Permalene: Recycled Tangerine w/Black
- Roof Logos: Recycled Tangerine w/Black

TenderTuff

- Decks/Step Ladders: Brown

QTY	NUMBER	DESCRIPTION	WEIGHT (lb)	TOTAL PRICE (2025)
-----	--------	-------------	----------------	-----------------------



Freestanding Play

Signs

1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	24.0	.00
		Posts/Arches: Plum=358		

Structures

1	100121C	Clubhouse w/Sq Poly Roof DB Standard Roof Logo	351.0	
		Posts/Arches: Plum=358		
		Roofs: Granite=171		
		Primary Permalene: Recycled Tangerine w/Black=819		
		Secondary Permalene: Recycled Tan w/Black=844		
		Roof Logos: Recycled Tangerine w/Black=819		
		Decks/Step Ladders: Brown=002		

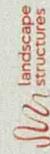
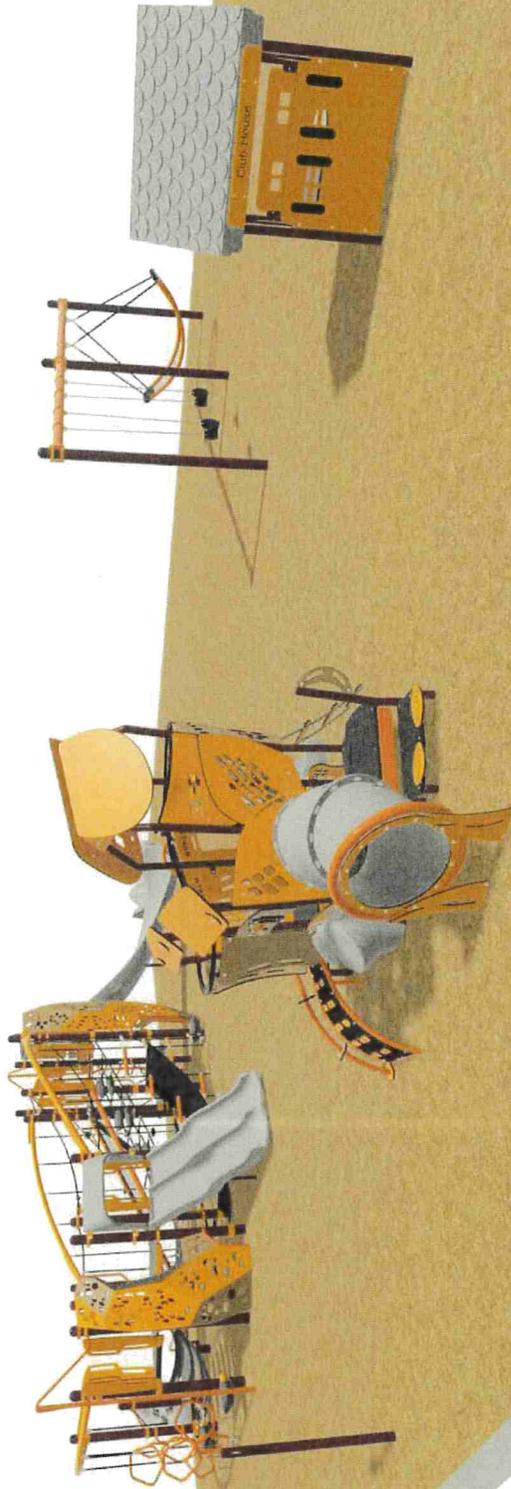
Smart Play®

Ages 2-5 Yrs

1	197057C	Motion DB w/Play Table	1100.0	
		Posts/Arches: Plum=358		
		Play Components: Orange=093		
		Slides/Tunnels/Gliders/E-Pods®: Granite=171		
		Primary Permalene: Recycled Tangerine w/Black=819		
		Secondary Permalene: Recycled Tan w/Black=844		
		Tertiary Permalene: Recycled Tangerine w/Black=819		

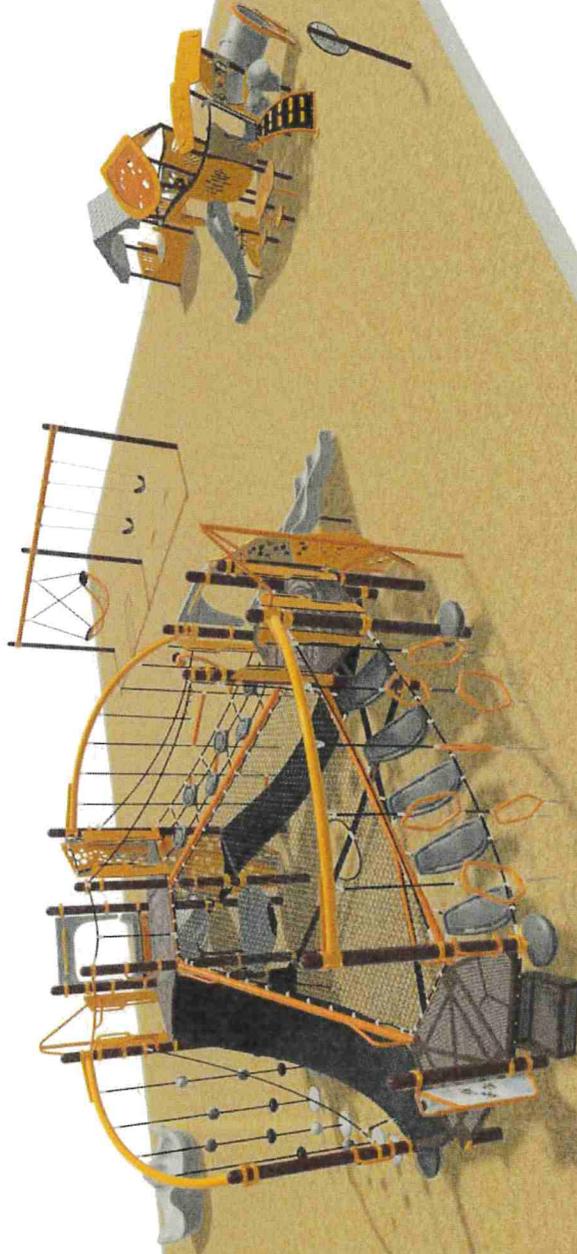
SUMMARY		CONCRETE	FOOTINGS	LABOR	WEIGHT	PRICE
		(cu-ft)	(count)	(hours)	(lb)	(2025)
Smart Play (5-12 years) PHASE-1		94.3	52	109.3	6,793.0	
Smart Play (2-5 years) PHASE-1		41.6	31	36.8	1,475.0	
ALL PHASES	Freestanding Play	30.1	8	20.0	1,418.0	
	Smart Play®	105.8	75	126.0	6,850.0	
	Total	135.9	83	146.0	8,268.0	

- Estimated labor-hours do not include hours for custom product installation and/or site or subsurface preparation.
- The quoted price is protected for thirty (30) days if a Complete Order is placed within that time period. A product order is a Complete Order if entered in the applicable LSI software portal and includes final product, colors, artwork and specifications identified, which is fully ready for LSI manufacturing within normal lead times.
- ¹Any Quote or products that have a total weight above 5,000 lbs shall require a freight quote. Freight tables cannot be used. Custom freight quotes are valid for thirty (30) days and are subject to changes set by the carrier. Unless stated otherwise or in any separate custom freight quote related to this Quote, all prices are FOB Origin (Delano, Minnesota or Dallas, TX).
- [View additional quote terms here.](#)



Barnett Park Site 250603 • 6.24.2025

© 2025 Landscape Structures. All Rights Reserved



Barnett Park Site 250603 • 6.24.2025 Outdoor Recreation Products

© 2025 Landscape Structures. All Rights Reserved

CITY MANAGER'S REPORT
July 7th, 2025 CITY COUNCIL MEETING

ITEM: _____

RECOMMENDATION:

Discuss options for water and wastewater bill adjustments, and direct staff on developing a policy in regard to bill adjustments.

BACKGROUND:

Historically staff encounter complaints about water and wastewater bills. Complaints range anywhere from high water usage during the summer from water leaks to high water usage in the winter during sewer rate setting months. Staff is asking for the Councils input on putting together a policy that would cover these issues.

**FISCAL
IMPACT:** None.

APPROVALS:



Pat Fawver, Utilities Director

July 2nd, 2025



Nate Schneider, City Manager

July 2nd, 2025

**CITY MANAGER'S REPORT
JULY 7, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. __ Update regarding the sports complex project.

BACKGROUND:

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

APPROVALS:



Nathan A. Schneider, City Manager

June 12, 2025



Lea Ann Doak, City Clerk

June 12, 2025



Tera Koetter, Assistant City Manager

June 12, 2025