

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Monday, April 19, 2021  
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Citizen Comments.
2. Announcements & Recognitions.
3. Proclamations.
  - A. Approve the proclamation designating April 29, 2021 as "Arbor Day" in the City of McCook and authorize the Mayor to sign.
4. Consent Agenda.
  - A. Approve the minutes of the April 5, 2021 regular City Council meeting.
  - B. Receive and file a report from the City of McCook Administration Department regarding the Planning Commission meeting held on April 12, 2021.
  - C. Receive and file the claims for the month of March 2021 as published April 8, 2021.
  - D. Adopt Resolution No. 2021-10 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.
  - E. Receive and file the Financial Report for the period ending March 31, 2021.
  - F. Receive and file the City of McCook - Tax Increment Financing Annual Report - dated April 2021.
  - G. Approve the request from the McCook Area Chamber of Commerce to close the 400 block of Norris Avenue for their annual banquet on May 8, 2021 from 4:00 P.M. to 10:00 P.M..
  - H. Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Chamber Celebration Mixer to be held at the Keystone Business Center, 402 Norris Avenue, on May 8, 2021 from 10:00 A.M. to 2:00 A.M.
  - I. Approve an application from Great Plains Communications to occupy city right-of-way along West "J" Street from Highway 83 to a point 500 feet west of the "J" Street, Spoon Drive intersection.

- J. Approve an application from Pinpoint Communications, Inc. of Cambridge, Nebraska, to occupy city right-of-way for the purpose of installing underground conduit and vaults that will house fiber optic cable.
  - K. Approve the Grant of License with History Nebraska for use of right-of-way on portions of the west side of the 700 block of Norris Avenue to construct an off street ADA parking area and authorize the Mayor to sign.
  - L. Receive and file the minutes of the April 12, 2021 Planning Commission meeting.
  - M. Approve the request from Ronda Graff to utilize the City Swimming Pool for the McCook Summer Swim Team who is a part of the Plains Tsunami Swim League for the 2021 swim season beginning with practices on June 7, for a swim meet to be held on June 12 and for Michelle's Triathlon to be held on June 26, contingent upon proper staffing levels being available at the pool.
5. Regular Agenda.
- A. Approve entering into a contract with Lamp Rynearson for planning services regarding a new swimming pool.
  - B. Approve the purchase of land utilizing LB 840 funds in the amount of \$150,000, for land described as Block 3, Clary Subdivision of McCook, 19-3-29; and Part of Block 2, Clary Subdivision, 19-3-29.
  - C. Approve the citizen's comment form, rescind the 'Citizens Comments' agenda item., and approve the revised City of McCook Guidelines for Citizen Comments during a Public Meeting.
  - D. Approve on its third and final reading, Ordinance No. 2021-3014 providing for the amendment of Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees.
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider approval of Ordinance No. 2021-3014 upon its third and final reading.
    - 3. Chairperson declaration after vote, if approved.
      - 1. Ordinance No. 2021-3014 is declared lawfully passed and adopted upon publication as required by law.
  - E. Approve on its third and final reading, Ordinance No. 2021-3015 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider approval of Ordinance No. 2021-3015 upon its third and final reading.
    - 3. Chairperson declaration after vote, if approved.
      - 1. Ordinance No. 2021-3015 is declared lawfully passed and adopted upon publication as required by law.
  - F. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:        3.A.**

**RECOMMENDATION:**

**APPROVE THE PROCLAMATION DESIGNATING APRIL 29, 2021 AS "ARBOR DAY" IN THE CITY OF McCOOK AND AUTHORIZE THE MAYOR TO SIGN.**

---

**BACKGROUND:**

The City of McCook is designating April 29, 2021 as "Arbor Day" to promote the planting of trees in the City. This year the City of McCook Tree Board would like to honor one of their own, Cloyd Clark, at this year's ceremony. Cloyd was a very important part of the Tree Board. He was very knowledgeable and dedicated to the success of the board. Cloyd unexpectedly passed away on February 28, 2021. He will be missed.

In order to honor Cloyd, the Tree Board is planning a tree planting in his honor at Memorial Park Cemetery on Thursday April 29<sup>th</sup> at 8:00 a.m. Cloyd's wife Linda and son Paul are planning to attend. The Tree Board would like to invite the public to attend to honor Cloyd and to celebrate Arbor Day.

We are also very pleased to announce that Chrissy Land, who is a community forest specialist with the Nebraska Forest Service, will also be joining us for the celebration.

The City of McCook tree rebate program runs from March 22<sup>nd</sup> thru June 4<sup>th</sup> and then again in the fall from August 23<sup>rd</sup> thru November 19<sup>th</sup>.

Members of the McCook Tree Board are Leigh Farrell, Dan Dueland, Ashley Sydow and Connie Jo Disco. The board is assisted by local Arborist Bruce Hoffman.

A description of the Tree Rebate Program is attached.

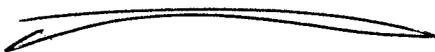
**FISCAL  
IMPACT:**     None.

**APPROVALS:**



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

April 14, 2021



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

April 14, 2021

Office of the Mayor  
McCook, Nebraska

# Proclamation

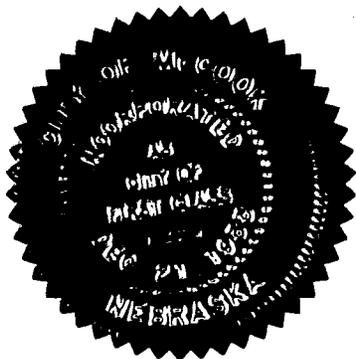
## "ARBOR DAY"

- WHEREAS,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal, and
- WHEREAS,** McCook has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices,

**NOW, THEREFORE, I, Michael Gonzales, Mayor of the City of McCook, Nebraska, do hereby proclaim April 29, 2021 as the day of celebration of "ARBOR DAY" in the City of McCook, and urge all citizens to plant a tree and to support efforts to protect our trees and woodlands.**

Dated this 19<sup>th</sup> day of April, 2021.

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



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

ATTEST:

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

# 2021 TREE REBATE PROGRAM

The City of McCook is sponsoring a Tree Rebate Program in an effort to encourage property owners to plant trees. This rebate program, as developed by the McCook Tree Advisory Board, is available to purchasers of trees under the following conditions:

1. The tree(s) must be planted on your property located in the city limits of McCook.
2. Two trees will be rebated per property owner or tenant, per lot, per spring and per fall. A third tree may be purchased and rebated if at least one of the three trees is planted on the terrace street right-of-way in the spring or in the fall. The owner must contact Digger's Hotline at 1-800-331-5666 for locates prior to planting the tree.
3. Shade, Ornamental, and Focus Trees must be a minimum of six feet (6') high. Conifer Trees must be a minimum of four feet (4') high, limited to **ONE** and **CANNOT** be planted on the terrace.
4. Trees must be one of the following types:
  - SHADE TREES:**
    - Amur Corktree
    - Catalpa
    - Hackberry
    - Elm (Dutch Elm Disease Resistant)
    - Golden Raintree
    - Emerald Queen Maple
    - Red Pointe Maple
    - Hot WingsTatarian Maple
    - Kentucky Coffee
    - Linden
    - Thornless, Seedless Honey Locust
    - Oak (English, White, Heritage or Bur Oak)
    - Pecan
    - Oak Leaf Mountain Ash
    - Ginkgo
  - ORNAMENTAL TREES:**
    - Canadian Red Cherry
    - Flowering Crab Apple
    - Flowering Hawthorne
    - Weeping Mulberry
    - Weeping Cherry
    - Japanese Lilac
    - Yellow Wood
  - CONIFER TREES:**
    - Ponderosa
  - FOCUS TREE:**
    - Sugar Maple
5. Trees must be purchased by residents of McCook from McCook businesses.
6. Trees must be purchased and paid for in full between the dates of March 22, 2021 and June 4, 2021 with rebate requests received by June 18, 2021 in the spring. Trees must be purchased between the dates of August 23, 2021 and November 19, 2021 with rebate requests received by December 3, 2021 in the fall.
7. Upon planting the tree, the property owner shall mulch around the base of the tree a diameter of three (3') feet and two (2") inches deep, with a shredded wood or wood chip type mulching material. The cost of this mulching material may be included in the cost of the tree provided that the cost does not exceed the maximum rebate amount.
8. In order to receive a rebate, the purchaser must present a paid sales receipt stating the type, size and cost of the tree to the City Clerk at the McCook City Offices. Upon presenting the paid sales receipt, the purchaser will be required to sign a certification stating that the tree will be planted in accordance with these guidelines.
9. **FOCUS TREE - SUGAR MAPLE:** A rebate equal to 75% of the total purchase price of each focus tree (price of tree plus price of mulch material), not to exceed \$100.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.
10. **SHADE, ORNAMENTAL, & CONIFER TREES:** A rebate equal to 75% of the total purchase price of each shade, ornamental, & conifer tree (price of tree plus price of mulch material), not to exceed \$75.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.
11. Non residential or any other special exception plantings must be approved by the McCook Tree Advisory Board before the rebate will be offered.

**TREE REBATE CERTIFICATION**

TODAY'S DATE \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_ MCCOOK, NEBRASKA 69001

TREE #1: TYPE \_\_\_\_\_

COST OF TREE \_\_\_\_\_ COST OF MULCH \_\_\_\_\_ TOTAL \_\_\_\_\_

TYPE #2: TYPE \_\_\_\_\_

COST OF TREE \_\_\_\_\_ COST OF MULCH \_\_\_\_\_ TOTAL \_\_\_\_\_

TYPE #3: TYPE \_\_\_\_\_

COST OF TREE \_\_\_\_\_ COST OF MULCH \_\_\_\_\_ TOTAL \_\_\_\_\_

ADDRESS WHERE TREE(S) WILL BE PLANTED \_\_\_\_\_  
(only if different from address above)

WHERE PURCHASED \_\_\_\_\_

DATE OF PURCHASE \_\_\_\_\_

By signing this certificate, the above-named tree purchaser hereby agrees to plant the tree(s) in compliance with the guidelines set out under the Tree Rebate Program of the City of McCook.

Signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

**- FOR OFFICE USE ONLY -**

ACCOUNT NO. 10-028-52590

REBATE ## \_\_\_\_\_

AMOUNT OF REBATE \$ \_\_\_\_\_

APPROVED FOR PAYMENT BY: \_\_\_\_\_

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:**        4.A.

Approve the minutes of the April 5, 2021 regular City Council meeting.

---

**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

April 9, 2021

McCook City Council  
April 5, 2021  
5:30 PM Central

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

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

Absent: City Attorney Mustion.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 1, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

**1. Citizen Comments.**

Jayne Lyons addressed the council regarding the COVID-19 pandemic and encouraged the council to promote social responsibility, everyone needs to do their part to control the spread.

**2. Announcements & Recognitions.**

City Manager Schneider informed the Council that the city received a Safety Dividend check from EMC Insurance in the amount of \$98,400 and that a Planning Commission meeting is scheduled for April 12, 2021 at 5:15 P.M.

**3. Proclamations.**

3.A. Approve the proclamation designating the week of April 4-10, 2021 as "National Library Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating the week of April 4-10, 2021 as "National Library

Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

3.B. Approve the proclamation designating the week of April 11-17, 2021 as "911 Public Safety Telecommunicators Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating the week of April 11-17, 2021 as "911 Public Safety Telecommunicators Week" and authorize the Mayor to sign. This motion, made by Weedon and seconded by Calvin, passed.

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

#### **4. Consent Agenda.**

Dale Dueland, member of the public in attendance, requested that Item K be removed from the Consent Agenda and placed on the Regular Agenda.

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

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

4.A. Approve the minutes of the March 15, 2021 regular City Council meeting and the March 14, 2021 special City Council meeting.

4.B. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a wedding reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on April 17, 2021 from 12:00 P.M. to 1:00 A.M..

4.C. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on April 24, 2021 from 12:00 P.M. to 1:00 A.M..

4.D. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 1, 2021 from 12:00 P.M. to 1:00 A.M..

4.E. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 22, 2021 from 12:00 P.M.

to 1:00 A.M..

- 4.F. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 29, 2021 from 12:00 P.M. to 1:00 A.M..
- 4.G. Award the bid for the 2021 Armor Coating Project to Figgins Construction of Red Cloud, Nebraska in the amount of \$3.42 per gallon, that being the lowest best bid.
- 4.H. Adopt Resolution No. 2021-07 designating the representatives of the City of McCook to the McCook Economic Development Corporation Board of Directors.
- 4.I. Approve the application for a Special Designated Liquor License submitted by Loop Brewing Company, Liquor License #LK-093351, for a wedding reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on May 22, 2021 from 3:00 P.M. to 12:30 A.M..
- 4.J. Approve and authorize the Mayor to sign Change Order No. 1, the Certificate of Substantial Completion, and issue final payment for the West Golf Course Lift Station Upgrade.
- 4.L. Approve nine (9) applications authorizing Great Plains Communications to occupy city right-of-way for the purpose of installing underground conduit that will house fiber optic cable and authorize the Mayor to sign.
- 4.M. Receive and file the minutes of the January 13, 2021 Library Advisory Board meeting.
- 4.N. Adopt Resolution No. 2021-09 approving the execution of an agency agreement, and other supporting documents, with the Nebraska Department of Transportation - Division of Aeronautics for the development of an Airport Layout Plan with said project to be submitted by the Department of Transportation to the Federal Aviation Administration to obtain federal assistance for the development of the airport.
- 4.O. Approve the application for a Special Designated Liquor License submitted by MO Dough, LLC, Liquor License #IK-057785, for a wedding reception to be held at the Red Willow County Fair Grounds 4H Building, 1412 West 5th Street, on June 5, 2021 from 8:00 A.M. to 1:00 A.M.

**5. Regular Agenda.**

- 4.K. Receive and file the McCook Pool Committee Report.

Dale Dueland, Jon and Ronda Graff expressed their concerns with how the pool committee report came together, with the validity of the report, and what happens after the report is accepted.

Motion to receive and file the McCook Pool Committee Report. This motion, made by Weedon and seconded by Calvin, passed.

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

5.A. Adopt Resolution No. 2021-08 calling for the early redemption of the City of McCook's outstanding Combined Utilities Revenue Refunding Bonds, Series 2016, in such maturities and in such amounts as shall be determined by an authorized officer of the City of McCook.

Brad Slaughter, Senior Vice President with Piper Sandler & Co., was present to address any questions from the Council regarding Agenda Items 5.A. and 5.B.

Motion to adopt Resolution No. 2021-08 calling for the early redemption of the City of McCook's outstanding Combined Utilities Revenue Refunding Bonds, Series 2016, in such maturities and in such amounts as shall be determined by an authorized officer of the City of McCook. This motion, made by Calvin and seconded by Weedon, passed.

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

5.B. Consider Ordinance No. 2021-3016 and approve under suspension of the rules, authorizing the issuance by the City of McCook, Nebraska of its Combined Utilities Revenue Refunding Bonds, Series 2021, in the aggregate principal amount not to exceed \$6,600,000.

Mayor Gonzales introduced Ordinance No. 2021-3016 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF MCCOOK, NEBRASKA OF ITS COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2021, IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,600,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Ordinance No. 2021-3016 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Weedon and seconded by Muehlenkamp, passed.

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

YEA: 5, NAY: 0

Motion for final passage of Ordinance No. 2021-3016. This motion, made by Gonzales and seconded by Calvin, passed.

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

Mayor Gonzales stated for the record that Ordinance No. 2021-3016 is declared lawfully passed and adopted upon publication as required by law.

5.C. Report on Richard Haag's request to purchase City owned property at the corner of Norris and "B" Street.

City Manager Schneider reviewed the information in the City Manager's Report prepared by City Attorney Mustion.

Discussion included not selling the property, leasing might be a better option; maintaining the use of the property as a mini park; receiving input from citizens that the city should not sell the property that it should remain a park; and as with other special events, requests could be presented for Council approval on a case by case basis, not restricting use to a single vendor. It was the consensus of the Council to have staff bring back an action item on this request.

Sharon Bohling and City Manager Schneider informed the Council that the McCook sign on the building was the result of a McCook Jaycee contest and that the panel of judges could not determine a definite winner, so the sign was designed to incorporate all of the entries. The final sign was designed by former High School art teacher Jim Steinke and painted by his art students.

5.D. Approve on its second reading Ordinance No. 2021-3014 providing for the amendment of Chapter 38: Fee Schedule - Appendix E, setting the rate to be charged for water by the McCook Water Department.

Mayor Gonzales asked the Clerk to read Ordinance No. 2021-3014 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2993 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2021-3014 has been read by title and I move to approve upon its second reading. This motion, made by Calvin and seconded by Weedon, passed.

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

- 5.E. Approve on its second reading Ordinance No. 2021-3015 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Gonzales asked the Clerk to read Ordinance No. 2021-3015 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2994 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2021-3015 has been read by title and I move to approve upon its first reading. This motion, made by Weedon and seconded by Muehlenkamp, passed.

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

YEA: 5, NAY: 0

- 5.F. Continued discussion regarding the "Citizen's Comments" portion of the McCook City Council meetings.

Councilmembers preferred the format used by the City's of Kearney and Columbus, that an online option be offered, the format used by the city of Grand Island requiring those who wish to speak on an agenda item to sign in at the door, and that the Council be presented a report of the requests made and how the request were addressed.

The Council requested that this item be brought back as an action item.

- 5.G. Discussion regarding the McCook City Council's prioritization of current general fund needs and potential general fund projects.

Mayor Gonzales requested this item be placed on the agenda and presented a worksheet that could be used to help identify what the priorities are for budget purposes.

Discussion included reviewing the list at least twice a year; having Department Heads identify their top two priorities in each of the categories; categories identified were Wellness Projects, McCook Staffing, Growth, and Departmental; and identifying possible revenue sources and utilizing grants for funding.

Staff will bring this item back to the Council at the May 3 meeting.

- 5.H. Council Comments.

Councilmember Weedon noted that out of seven applications for special designated liquor licenses on tonight's agenda, four were for receptions at the City Auditorium – it is good to see things picking up after the pandemic and Mayor Gonzales thanked the Pool Committee for their time and effort in

serving on the committee and preparing the Pool Report. He noted that paying off the city municipal facility with sales tax dollars and the COVID-19 pandemic delayed progress on this project, adding that he wanted to keep moving the project forward so we can get a pool the public will be proud of.

**Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:34 P.M.

---

Michael D. Gonzales, Mayor

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT**  
**APRIL 19, 2021 MCCOOK CITY COUNCIL MEETING**

---

**ITEM 4.B.**

Receive and file a report from the City of McCook Administration Department regarding the Planning Commission meeting held on April 12, 2021.

---

**BACKGROUND:**

A Planning Commission meeting was held on April 12, 2021. The agenda included a public hearing regarding a final plat for the creation of a minor subdivision to be known as Bishop Acres Fourth Subdivision (described as Part of the SW 1/4 Section 24, T3N, R30W, of the 6<sup>th</sup> P.M., Red Willow County, Nebraska). There were numerous questions and concerns brought up during the public hearing and regular portion of the meeting. As a result, the Planning Commission unanimously voted to postpone the matter to a definite time, that date being May 10, 2021 at 5:15 p.m. During the next month, City Staff will work with the developer and Miller & Associates to answer some of the concerns discussed at the meeting, including: the paving requirements of the City of McCook's Subdivision Regulations; the lots that are impacted by the creation of an improvement district; and the requirements necessary to properly develop Bishop Acres Subdivision per the Preliminary Plat adopted on July 20, 2020.

**APPROVALS:**

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

April 14, 2021

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

April 14, 2021

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:**        **4.C.**

Receive and file the claims for the month of March 2021 as published April 8, 2021.

---

**BACKGROUND:**

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

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

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 14, 2021

CITY OF MCCOOK  
CLAIMS FOR MARCH 2021

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

20/20 TECHS=SC 9900.00; 308 PIPEWORKS-S 145.61; ACE-S 1793.51; ACME PRINTING-S 640.00; AKRS-S 4046.68; AMERICAN AG LAB-SC 1045.93; AMERICAN ELECTRIC-S 71.60; ANYTIME TRI-STATE TOWING-SC 815.00; ARROW CAR WASH-S 28.80; BAMFORD, INC-S 750.00; BARCO-S 203.53; BAUM HYDRAULICS-S 227.41; BETTER HOMES & GARDENS-S 36.28; BISHOP BUSINESS-SC 1198.00; BLACK HILLS ENERGY-SC 11488.85; BRADLEY MACHINE-S 357.80; BSB CONST-CO 10210.84; E. BURKE-SC 60.00; BW TELCOM-SC 288.28; C&K-S 551.34; CAMBRIDGE TELE-SC 244.51; CARQUEST-S 3049.38; CASH WA-S 10293.13; CATERPILLAR-CO 28679.01; CDW-SC 209.00; CENGAGE LEARNING-S 71.46; CENTRAL CITY SCALE-S 427.00; CENTRAL NE BOBCAT-S 67.33; CENTURY LINK-SC 12093.39 CITY OF MCCOOK-PS 534103.35; CITY SELF INS-BT 145676.00; UTILITIES-SC 2476.60; COMPUTER SUPPLIES AND SRVS-S 312.83; CONSOLIDATED MGMT-SC 37.79; J. CROCKER-SC 249.76; CULLIGAN-S 21.98; D & L PEST-S 780.00; D & S HARDWARE-S 510.18; DANKO-S 784.68; DAS STATE ACCTG-SC 918.00; DEVENY-S 702.60; DIAMOND VOGEL-S 238.00; EAKES-S 3632.06; ELLERBROCK-NORRIS AGENCY-SC 125196.00; ENVIRONMENTAL ANALYSIS-SC 623.80; FARRELL'S-S 115.48; FASTENAL-S 539.56; FICA-PS 26406.76; FIRE ENGINEERING-SC 34.95; FRECHMAN VALLEY COOP-S 15460.31; FRONTIER COMMUNICATIONS-SC 52.19; GALLS-SC 700.26; GARDNER MEDIA-S 285.23; GARRISONS-SC 205.00; GARY'S SUPER FOODS-SC 3.49; GEO-COMM-SC 599.00; GOOGLE SVCS-SC 464.78; GRAHAM TIRE-S 8626.68; GREAT PLAINS COMM-SC 2510.65; K. HANSEN-SC 60.00; M. HARPHAM-SC 45.00; HAYS COMPANIES-SC 10000.00; HENNING BROS.-SC 59.00; HIGH PLAINS RADIO-SC 243.00; HOA SOLUTIONS-SC 1097.00; HOMETOWN LEASING-SC 10258.46; IACP-INT'L-SC 190.00; IDEAL-S 286.08; INLAND TRUCK-S 983.42; INT'L SOCIETY OF FIRE-SC 250.00; ISLAND SPRINKLER-S 847.89; J BAR J LANDFILL-SC 31667.13; J. JOHNSON-SC 160.96; K & C GRAIN-S 15894.00; KOHL'S AUTO-S 686.35; KOHLER TRAILER-SC 236.01; KULLY PIPE-S 40.30; LAKESIDE SAND AND GRAVEL-S 1729.62; LEAGUE OF NE MUN-SC 73.75; LIFE-ASSIST-S 1528.14; LUMACURVE

AIRFIELD-S 130.22; MALLECK OIL-S 1117.60; D. MALLORY-S 500.00, SC 500.00; MC GAZETTE-SC 887.50; MC HUMANE SOCIETY-S 3586.41; MPPD-SC 731.79; MCCOOKNET-SC 121.40; MCKESSON MEDICAL-S 849.27; MEAD-S 356.98; MEDICARE PS 7435.63; MERCHANT SRVS-SC 848.17; MICHAEL TODD AND CO-SC 2109.03; MICROMARKETING-S 3123.89; MIDAMERICA BOOKS-S 47.85; MIDLAND'S TOXI-SC 35.00; MIDWEST CONNECT-SC 270.00; MILLER AND ASSOC-CO 7673.70, SC 450.00; MNB-CO 31068.08; MNB INS-SC 50.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION-SC 4821.40; MUNICIPAL SUPPLY-S 2123.87; MUTUAL OF OMAHA-SC 2781.03; NATIONWIDE-SC 300.00; NE DEPT OF HEALTH LABS-SC 54.00; NE DEPT REVENUE-SC 14377.19; NE SUPREME COURT-SC 121.85; NEBRASKA LAW ENFORCEMENT INTEL-SC 204.00; NEBRASKA SALT & GRAIN-S 3254.10; NE TRUCK CENTER-S 763.33; NEBRASKALAND TIRE-S 354.11; NATIONAL FIRE PROTECTION-SC 1495.00; NEBRASKA MACHINERY-S 1575.50; NICK'S DIST-S 1688.15; NPPD-S 32261.77; O'REILLY-S 927.71; ONE CALL CONCEPTS-SC 11.52; S. ORTIZ-SC 223.52; PAPER TIGER-S 90.00; PAULSEN INC-S 938.20; PLATTE VALLEY COMM-S 454.00; PROTEX CENTRAL-S 420.00; QUICK MED-SC 7778.50; QUILL-S 681.24; RDJ SPECIALTIES, INC-S 803.11; RED WILLOW COUNTY CLERK-SC 234.00; ROCHESTER MIDLAND-S 300.00; RUGGLES TRAILER-S 4106.00; SANDRY FIRE-S 2192.26; SCHOLASTIC, INC.-S 362.18; SCOTTIES POTTIES-S 97.00; SIRCHIE FINGER PRINT LAB-S 407.86; S. SMITH-SC 125.00; SOUTHWEST FARM & AUTO-S 3004.02; STATE OF NE-SC 30.00; SWANSON SIGN COMPANY-SC 105.00; TERRY'S AUTO REPAIR-SC 170.00; THE PIT CREW-SC 36.00; TITAN MACHINERY-S 6567.79; TYLER TECHNOLOGIES-SC 128.61; UMR-SC 160060.83; USPS-SC 1353.78; USA BLUEBOOK-CO 391.35; UTILITY REFUND-599.30; VAN DIEST-S 4578.75; N. VARGAS-SC 208.52; VERIZON-SC SC 2250.63; VK ELECTRONICS-S 724.99; VOICE PRODUCTS-SC 9679.61; WAGNER CHEVY-S 338.28; WALKER PROCESS-CO 6230.16; WALMART-S 1321.19; WASTE SYSTEM-S 558.61; WEATHERCRAFT-SC 710.00; WEF MEMBERSHIP-SC 83.00; WESTSIDE WELDING-S89.49; T WILLIAMS-SC 135.00; ZOLL-S 428.84

-s- Lea Ann Doak  
City Clerk

Publish: April 8, 2021

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:**        4.D.

Adopt Resolution No. 2021-10 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.

---

**BACKGROUND:**

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

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

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

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 14, 2021

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

April 14, 2021

RESOLUTION NO. 2021-10

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

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

PASSED AND APPROVED THIS 19<sup>th</sup> day of April, 2021.

---

Michael D. Gonzales, Mayor

ATTEST:

---

Lea Ann Doak, City Clerk

LAW OFFICES  
BURGER & BENNETT, P.C.  
116 WEST E STREET  
P.O. BOX 1205  
MCCOOK, NEBRASKA 69001-1205

G. PETER BURGER  
DAYLENE A. BENNETT

PHONE 308 345-7500  
FAX 308 345-7503

MEMORANDUM

TO: Lea Ann Doak

FROM: Daylene Bennett *LB*

DATE: May 30, 2003

RE: McCook Housing Authority - Payment In Lieu of Taxes

---

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

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

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

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

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

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

DAB/mv

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

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

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

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

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

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

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM: 4.E.**

Receive and file the Financial Report for the period ending March 31, 2021.

---

**BACKGROUND:**

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2020, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on March 31, 2021.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance.

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

Attachment B gives the ending cash balances by fund as of March 31, 2021.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending March 31, 2021.

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

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

April 9, 2021

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

April 9, 2021

# ATTACHMENT

A

City of McCook, Nebraska  
 TREASURER'S REPORT  
 Period Ending March 31, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020			
McCook National Bank - Public Funds	\$	14,419,303.57	
McCook National Bank - Primary Operating	\$	(134,542.01)	
McCook National Bank - LB840 Funds	\$	738,340.70	
McCook National Bank - Payroll	\$	1,175.00	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	900.00	
NDEQ Irrevocable Escrow	\$	82,306.96	
McCook National Bank - Pension	\$	9,079.94	
<b>TOTAL BEGINNING CASH</b>			<b>\$ 15,126,622.09</b>
Receipts:			
Taxes	\$	2,219,391.77	
Fees, Permits and Licenses	\$	277,102.57	
Intergovernmental Services	\$	1,735,193.71	
Charges - Current Services	\$	871,809.73	
Public Utilities	\$	1,927,916.32	
Use of Money & Property	\$	1,030,973.18	
Interfund Transfers	\$	2,161,493.60	
Other Revenue	\$	776,668.67	
Unapplied/Accounts Payable	\$	1,593.28	
<b>PLUS TOTAL RECEIPTS</b>			<b>\$ 11,002,142.83</b>
Disbursements:			
Personal Services	\$	3,307,024.79	
Supplies	\$	574,359.68	
Services & Charges	\$	3,071,834.57	
Budget Transfers	\$	1,485,619.92	
Capital Outlay	\$	838,323.44	
Unapplied/Accounts Payable	\$	63,984.37	
<b>MINUS TOTAL DISBURSEMENTS</b>			<b>\$ 9,341,146.77</b>
Ending Cash Balance March 31, 2021			
McCook National Bank - Public Funds	\$	15,630,526.66	
McCook National Bank - Primary Operating	\$	160,312.36	
McCook National Bank - LB840 Funds	\$	886,651.36	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	900.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	83,523.34	
McCook National Bank - Pension	\$	14,646.50	
<b>TOTAL ENDING CASH</b>	<b>\$</b>	<b>16,787,618.15</b>	<b>\$ 16,787,618.15</b>

Dated: March 31, 2021

-s- Lea Ann Doak, City Clerk

# ATTACHMENT B

City of McCook, Nebraska  
 TREASURER'S REPORT  
 CASH BALANCE BY FUNDS  
 Period Ending March 31, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 2,536,229.33	\$ 3,779,701.75	\$ 3,988,551.90	\$ 2,327,379.18
General Fund Unapplied/Accts. Payable	\$ 7,998.28	\$ 1,593.58	\$ 5,353.86	\$ 4,238.00
Street Fund - 15	\$ 211,332.95	\$ 160,813.14	\$ -	\$ 372,146.09
Special Revenue - 20	\$ 804,088.95	\$ 882,177.53	\$ 101,387.80	\$ 1,584,878.68
Special Revenue Unapplied/Accts. Payable	\$ 66.40		\$ 66.40	\$ -
Debt Service - 30	\$ 359,100.25	\$ 36,474.82	\$ -	\$ 395,575.07
Community Redevelopment Authority - 40	\$ 66,494.36	\$ 32,968.70	\$ 10,850.94	\$ 88,612.12
Economic Development Fund - 45	\$ 738,340.70	\$ 266,467.87	\$ 118,157.20	\$ 886,651.37
Pension Trust - 50	\$ 9,079.94	\$ 15,003.54	\$ 9,436.98	\$ 14,646.50
Trust & Agency - 60	\$ 294,670.10	\$ 60,792.25	\$ 55,228.97	\$ 300,233.38
Internal Service Fund - 65	\$ 576,603.43	\$ 1,092,994.53	\$ 1,036,089.26	\$ 633,508.70
Enterprise Fund - 70	\$ 8,665,703.58	\$ 4,368,958.44	\$ 3,775,790.95	\$ 9,258,871.07
Enterprise Fund Unapplied/Accts. Payable	\$ 58,564.41	\$ (0.30)	\$ 58,564.11	\$ -
Capital Improvement - 80	\$ 798,349.41	\$ 304,196.98	\$ 181,668.40	\$ 920,877.99
<b>BALANCES</b>	<b>\$ 15,126,622.09</b>	<b>\$ 11,002,142.83</b>	<b>\$ 9,341,146.77</b>	<b>\$ 16,787,618.15</b>

Dated: March 31, 2021

-s- Lea Ann Doak, City Clerk

# ATTACHMENT C

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

10 --GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
GENERAL REVENUE	8,573,513	8,573,513	666,591.23	3,618,277.65	3,099,815.62	4,955,235.35	57.80
RESERVES/CO TREASURER BAL	<u>1,490,232</u>	<u>1,490,232</u>	<u>108,924.10</u>	<u>161,424.10</u>	<u>63,000.00</u>	<u>1,328,807.90</u>	<u>89.17</u>
TOTAL REVENUES	10,063,745	10,063,745	775,515.33	3,779,701.75	3,162,815.62	6,284,043.25	62.44
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	625,880	625,880	60,306.21	277,784.45	274,255.06	348,095.55	55.62
PUBLICITY	7,750	7,750	207.63	1,926.50	2,521.93	5,823.50	75.14
AUDITORIUM	45,640	45,640	6,620.53	24,184.46	56,120.54	21,455.54	47.01
COUNCIL	645,785	645,785	22,480.55	222,432.74	201,233.16	423,352.26	65.56
POLICE	1,776,104	1,776,104	193,601.45	861,943.54	840,186.02	914,160.46	51.47
MUNICIPAL CENTER	106,519	106,519	10,835.18	57,156.58	54,322.91	49,362.42	46.34
FIRE	1,367,701	1,367,701	147,952.90	804,951.17	600,397.68	562,749.83	41.15
AMBULANCE	162,392	162,392	45,860.41	89,944.91	81,833.02	72,447.09	44.61
CIVIL DEFENSE	14,613	14,613	3,855.17	4,318.22	10,069.73	10,294.78	70.45
BUILDING & ZONING	84,142	84,142	9,174.70	41,107.98	39,809.57	43,034.02	51.14
LIBRARY	348,537	348,537	34,381.65	168,043.49	181,184.74	180,493.51	51.79
STREET	1,200,411	1,200,411	109,813.58	507,805.63	434,751.87	692,605.37	57.70
CEMETERY	199,736	199,736	19,727.80	88,963.84	86,371.79	110,772.16	55.46
PARKS	221,148	221,148	17,878.57	82,876.55	115,316.50	138,271.45	62.52
BALL PARKS	122,427	122,427	11,074.72	49,403.28	67,409.99	73,023.72	59.65
POOL	98,559	98,559	998.15	3,337.69	15,716.62	95,221.31	96.61
AIRPORT	168,078	168,078	16,720.73	76,037.20	75,309.53	92,040.80	54.76
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	15,000	15,000	415.40	3,933.71	2,603.07	11,066.29	73.78
SENIOR CENTER	415,348	415,348	39,093.58	185,962.65	185,177.35	229,385.35	55.23
PUBLIC TRANSPORTATION	163,435	163,435	16,305.82	78,629.31	77,826.46	84,805.69	51.89
HEALTH OPERATING	706,000	706,000	58,833.00	352,998.00	293,028.00	353,002.00	50.00
RESERVES/CO TREASURER BAL	<u>465,232</u>	<u>465,232</u>	<u>0.00</u>	<u>4,810.00</u>	<u>188,708.32</u>	<u>460,422.00</u>	<u>98.97</u>
TOTAL EXPENDITURES	8,970,437	8,970,437	826,137.73	3,988,551.90	3,884,153.86	4,981,885.10	55.54
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,093,308	1,093,308	( 50,622.40)	( 208,850.15)	( 721,338.24)	1,302,158.15	119.10

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

15 -STREET FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	361,295	361,295	160,666.14	160,813.14	154,037.12	200,481.86	55.49
TOTAL REVENUES	361,295	361,295	160,666.14	160,813.14	154,037.12	200,481.86	55.49
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	361,295	361,295	0.00	0.00	32,816.86	361,295.00	100.00
TOTAL EXPENDITURES	361,295	361,295	0.00	0.00	32,816.86	361,295.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0	0	160,666.14	160,813.14	121,220.26	( 160,813.14)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

20 -SPECIAL REVENUE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
FAA GRANTS	16,354	16,354	86,666.84	86,666.84	1,090,930.49 (	70,312.84)	429.94-
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	11.00	19,702.00	20,189.00	32,529.00	62.28
MCCOOK RECREATIONAL TRAIL	53,979	53,979	8.00	46.00	442.00	53,933.00	99.91
COVID-19 CARES ACT	0	0	109.00	729,148.12	0.00 (	729,148.12)	0.00
ENHANCED E911	237,878	237,878	252.00	11,326.81	15,663.71	226,551.19	95.24
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	137,500.00	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	65.00	7,158.40	3,468.00	418,720.60	98.32
PSAP FUNDS	112,752	112,752	4,690.06	28,129.36	28,853.36	84,622.64	75.05
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
DOWNTOWN REVITAL - CDBG	0	0	0.00	0.00	0.00	0.00	0.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>1,004,500</b>	<b>1,004,500</b>	<b>91,801.90</b>	<b>882,177.53</b>	<b>1,297,046.56</b>	<b>122,322.47</b>	<b>12.18</b>

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	16,354	16,354	0.00	66.00	1,130,438.77	16,288.00	99.60
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	0.00	1,117.80	23,072.00	51,113.20	97.86
MCCOOK RECREATIONAL TRAIL	53,979	53,979	0.00	0.00	0.00	53,979.00	100.00
COVID-19 CARES ACT	0	0	0.00	4,532.34	0.00 (	4,532.34)	0.00
ENHANCED E911	237,878	237,878	4,979.05	70,475.72	26,150.83	167,402.28	70.37
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	84,948.10	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	0.00	6,793.40	0.00	419,085.60	98.40
PSAP FUNDS	112,752	112,752	7,401.51	18,402.54	10,678.57	94,349.46	83.68
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
DOWNTOWN REVITAL - CDBG	0	0	0.00	0.00	0.00	0.00	0.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>1,004,500</b>	<b>1,004,500</b>	<b>12,380.56</b>	<b>101,387.80</b>	<b>1,275,288.27</b>	<b>903,112.20</b>	<b>89.91</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>79,421.34</b>	<b>780,789.73</b>	<b>21,758.29 (</b>	<b>780,789.73)</b>	<b>0.00</b>

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

30 -DEBT SERVICE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	59.00	36,474.82	10,272.80	328,247.18	90.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	364,722	364,722	59.00	36,474.82	10,272.80	328,247.18	90.00
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
<hr/>							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	59.00	36,474.82	10,272.80	( 36,474.82)	0.00

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

40 -COMMUNITY DEVELOPMENT  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
KEYSTONE BUS CENTER PROJ	31,000	31,000	757.14	757.14	771.51	30,242.86	97.56
CITY INVESTMENTS	66,468	66,468	11.00	5,952.00	545.00	60,516.00	91.05
NORTH POINTE	25,000	25,000	1,513.87	5,608.99	1,521.15	19,391.01	77.56
CLARY VILLAGE LLC	9,500	9,500	228.86	228.86	233.20	9,271.14	97.59
MCCOOK HOTEL GROUPE/COBBL	60,000	60,000	1,385.49	1,385.49	1,411.78	58,614.51	97.69
QUILLAN COURTS	15,000	15,000	174.08	11,025.02	177.37	3,974.98	26.50
MCCOOK LODGING/HOLIDAY I	134,000	134,000	2,517.07	2,517.07	2,445.07	131,482.93	98.12
NEXT GENERATION	150,000	150,000	5,494.13	5,494.13	2,934.86	144,505.87	96.34
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
<b>TOTAL REVENUES</b>	<b>887,468</b>	<b>887,468</b>	<b>12,081.64</b>	<b>32,968.70</b>	<b>10,039.94</b>	<b>854,499.30</b>	<b>96.29</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	66,468	66,468	0.00	0.00	0.00	66,468.00	100.00
NORTH POINTE	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	0.00	0.00	9,500.00	100.00
MCCOOK HOTEL GROUPE/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	10,850.94	0.00	4,149.06	27.66
MCCOOK LODGING/HOLIDAY I	134,000	134,000	0.00	0.00	0.00	134,000.00	100.00
NEXT GENERATION	150,000	150,000	0.00	0.00	0.00	150,000.00	100.00
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
<b>TOTAL EXPENDITURES</b>	<b>887,468</b>	<b>887,468</b>	<b>0.00</b>	<b>10,850.94</b>	<b>0.00</b>	<b>876,617.06</b>	<b>98.78</b>
	=====	=====	=====	=====	=====	=====	=====
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>12,081.64</b>	<b>22,117.76</b>	<b>10,039.94</b>	<b>( 22,117.76)</b>	<b>0.00</b>

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

45 -ECONOMIC DEVELOPMENT FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	50,543.78	266,467.87	247,315.93	903,166.13	77.22
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>1,169,634</b>	<b>1,169,634</b>	<b>50,543.78</b>	<b>266,467.87</b>	<b>247,315.93</b>	<b>903,166.13</b>	<b>77.22</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	51,107.00	118,157.20	299,458.44	1,051,476.80	89.90
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>1,169,634</b>	<b>1,169,634</b>	<b>51,107.00</b>	<b>118,157.20</b>	<b>299,458.44</b>	<b>1,051,476.80</b>	<b>89.90</b>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 563.22)	148,310.67	( 52,142.51)	( 148,310.67)	0.00

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

50 -PENSION TRUST  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
POLICE OFFICER DISABILIT	24,079	24,079	0.79	15,003.54	10,023.22	9,075.46	37.69
TOTAL REVENUES	24,079	24,079	0.79	15,003.54	10,023.22	9,075.46	37.69
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	24,079	24,079	1,572.83	9,436.98	9,436.98	14,642.02	60.81
TOTAL EXPENDITURES	24,079	24,079	1,572.83	9,436.98	9,436.98	14,642.02	60.81
<hr/>							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 1,572.04)	5,566.56	586.24	( 5,566.56)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

60 -AGENCY FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
PERPETUAL CARE	153,017	153,017	622.00	2,826.00	2,392.00	150,191.00	98.15
SENIOR CENTER CONTRIBUTIO	80,565	80,565	140.00	( 1,429.75)	5,554.00	81,994.75	101.77
SCHOOL	8,050	8,050	4,850.00	5,590.00	5,574.28	2,460.00	30.56
FIRE CONTRIBUTIONS	4,563	4,563	135.60	235.60	20.00	4,327.40	94.84
LIBRARY MEMORIAL	45,611	45,611	7,075.00	8,095.00	9,725.00	37,516.00	82.25
COMMUNITY BETTERMENT	68,572	68,572	7,333.06	43,265.40	57,604.77	25,306.60	36.91
DARE CONTRIBUTIONS	3,073	3,073	0.00	400.00	0.00	2,673.00	86.98
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	0.00	5,000.00	6,266.00	100.00
AMBULANCE CONTRIBUTIONS	10,767	10,767	200.00	1,790.00	1,762.50	8,977.00	83.38
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	0.00	20.00	1,727.06	3,220.00	99.38
<b>TOTAL REVENUES</b>	<b>387,740</b>	<b>387,740</b>	<b>20,355.66</b>	<b>60,792.25</b>	<b>89,359.61</b>	<b>326,947.75</b>	<b>84.32</b>

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	153,017	153,017	0.00	0.00	2,075.00	153,017.00	100.00
SENIOR CENTER CONTRIBUTIO	80,565	80,565	0.00	1,895.88	3,866.77	78,669.12	97.65
SCHOOL	8,050	8,050	0.00	740.00	1,235.00	7,310.00	90.81
FIRE CONTRIBUTIONS	4,563	4,563	0.00	0.00	585.41	4,563.00	100.00
LIBRARY MEMORIAL	45,611	45,611	1,421.91	15,553.06	4,176.06	30,057.94	65.90
COMMUNITY BETTERMENT	68,572	68,572	3,750.00	35,795.00	60,453.09	32,777.00	47.80
DARE CONTRIBUTIONS	3,073	3,073	0.00	1,061.04	2,072.02	2,011.96	65.47
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	0.00	0.00	6,266.00	100.00
AMBULANCE CONTRIBUTIONS	10,767	10,767	0.00	0.00	2,871.10	10,767.00	100.00
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	0.00	183.99	7,251.47	3,056.01	94.32
<b>TOTAL EXPENDITURES</b>	<b>387,740</b>	<b>387,740</b>	<b>5,171.91</b>	<b>55,228.97</b>	<b>84,585.92</b>	<b>332,511.03</b>	<b>85.76</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>15,183.75</b>	<b>5,563.28</b>	<b>4,773.69</b>	<b>( 5,563.28)</b>	<b>0.00</b>

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

65 -INTERNAL SERVICE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
FLEX DEPENDENT CARE	12,930	12,930	346.17	1,961.59	1,307.72	10,968.41	84.83
FLEX - MEDICAL	65,892	65,892	3,924.57	17,062.99	19,681.38	48,829.01	74.10
SELF INSURED HEALTH INSUR	<u>2,456,444</u>	<u>2,456,444</u>	<u>158,725.75</u>	<u>1,073,969.95</u>	<u>1,110,337.12</u>	<u>1,382,474.05</u>	<u>56.28</u>
TOTAL REVENUES	2,535,266	2,535,266	162,996.49	1,092,994.53	1,131,326.22	1,442,271.47	56.89
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	12,930	12,930	389.25	2,914.14	1,149.86	10,015.86	77.46
FLEX - MEDICAL	65,892	65,892	5,923.57	16,833.90	26,853.06	49,058.10	74.45
SELF INSURED HEALTH INSUR	<u>2,456,444</u>	<u>2,456,444</u>	<u>163,748.01</u>	<u>1,016,341.22</u>	<u>1,077,675.83</u>	<u>1,440,102.78</u>	<u>58.63</u>
TOTAL EXPENDITURES	2,535,266	2,535,266	170,060.83	1,036,089.26	1,105,678.75	1,499,176.74	59.13
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 7,064.34)	56,905.27	25,647.47	( 56,905.27)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

70 -ENTERPRISE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	275,800	275,800	5,983.57	39,598.53	38,132.52	236,201.47	85.64
SOLID WASTE - COLLECTION	893,138	893,138	65,398.42	402,157.40	402,703.54	490,980.60	54.97
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,083,142	1,083,142	78,007.69	467,979.64	493,930.02	615,162.36	56.79
SOLID WASTE - DISPOSAL	706,417	706,417	6,349.00	38,040.00	42,533.00	668,377.00	94.62
WATER MAINTENANCE & OPERA	344,346	344,346	0.00	104,817.68	184,798.84	239,528.32	69.56
WATER BOND & INTEREST RED	4,083,602	4,083,602	172,646.54	1,224,888.02	1,028,809.05	2,858,713.98	70.00
WATER CAPITAL - REPLACEME	1,325,704	1,325,704	36,551.00	276,569.37	289,767.37	1,049,134.63	79.14
WATER CAPITAL - DEVELOPME	2,647,667	2,647,667	27,315.00	163,753.00	180,802.00	2,483,914.00	93.82
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	170,240	170,240	34.00	185.34	885.52	170,054.66	99.89
SEWER BOND & INTEREST RES	2,341,339	2,341,339	153,850.80	767,510.54	713,996.98	1,573,828.46	67.22
SEWER CAPITAL - REPLACEME	122,066	122,066	18.00	103.00	20,910.48	121,963.00	99.92
SEWER CAPITAL - DEVELOPME	1,430,584	1,430,584	35,840.00	214,962.00	220,396.00	1,215,622.00	84.97
SEWER - PHASE III AMMONIA	1,357	1,357	0.00	0.00	11.00	1,357.00	100.00
COMBINED UTILITIES	0	0	0.00	0.00	0.00	0.00	0.00
ELECTRIC UTILITY	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
<b>TOTAL REVENUES</b>	<b>1,305,000</b>	<b>1,305,000</b>	<b>112,493.03</b>	<b>668,393.92</b>	<b>672,251.63</b>	<b>636,606.08</b>	<b>48.78</b>

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	476.97	476.97	8,210.13	14,073.03	96.72
SOLID WASTE - RECYCLING	293,699	293,699	12,414.54	55,006.27	55,214.17	238,692.73	81.27
SOLID WASTE - COLLECTION	893,138	893,138	94,960.02	396,002.79	398,159.79	497,135.21	55.66
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,050,693	1,050,693	73,368.35	416,888.36	524,711.96	633,804.64	60.32
SOLID WASTE - DISPOSAL	706,417	706,417	0.00	0.00	127,395.00	706,417.00	100.00
WATER MAINTENANCE & OPERA	344,346	344,346	30,641.68	136,709.36	186,048.84	207,636.64	60.30
WATER BOND & INTEREST RED	4,083,602	4,083,602	190,585.02	1,051,689.19	1,168,611.57	3,031,912.81	74.25
WATER CAPITAL - REPLACEME	1,325,704	1,325,704	0.00	91,832.82	616,567.07	1,233,871.18	93.07
WATER CAPITAL - DEVELOPME	2,647,667	2,647,667	1,597.00	178,313.35	41,185.75	2,469,353.65	93.27
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	170,240	170,240	0.00	0.00	250.00	170,240.00	100.00
SEWER BOND & INTEREST RES	2,341,339	2,341,339	117,738.03	610,193.17	658,795.63	1,731,145.83	73.94
SEWER CAPITAL - REPLACEME	122,066	122,066	0.00	0.00	0.00	122,066.00	100.00
SEWER CAPITAL - DEVELOPME	1,430,584	1,430,584	11,403.86	170,284.75	23,714.78	1,260,299.25	88.10
SEWER - PHASE III AMMONIA	1,357	1,357	0.00	0.00	0.00	1,357.00	100.00
COMBINED UTILITIES	0	0	0.00	0.00	0.00	0.00	0.00
ELECTRIC UTILITY	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
<b>TOTAL EXPENDITURES</b>	<b>1,305,000</b>	<b>1,305,000</b>	<b>112,493.03</b>	<b>668,393.92</b>	<b>672,251.63</b>	<b>636,606.08</b>	<b>48.78</b>

REVENUES OVER/(UNDER) EXPENDITURES 0 0 48,808.55 593,167.49 ( 191,188.37) ( 593,167.49) 0.00

CITY OF McCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2021

80 -CAPITAL IMPROVEMENTS FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
CAPITAL IMPROVE 2018	957,978	957,978	50,642.33	303,771.98	371,976.53	654,206.02	68.29
CAPITAL IMPROVE PRE 2018	<u>419,388</u>	<u>419,388</u>	<u>74.00</u>	<u>425.00</u>	<u>6,326.00</u>	<u>418,963.00</u>	<u>99.90</u>
TOTAL REVENUES	1,377,366	1,377,366	50,716.33	304,196.98	378,302.53	1,073,169.02	77.91
=====							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
CAPITAL IMPROVE 2018	957,978	957,978	0.00	150,504.55	497,172.19	807,473.45	84.29
CAPITAL IMPROVE PRE 2018	<u>419,388</u>	<u>419,388</u>	<u>11,207.51</u>	<u>31,163.85</u>	<u>107,565.45</u>	<u>388,224.15</u>	<u>92.57</u>
TOTAL EXPENDITURES	1,377,366	1,377,366	11,207.51	181,668.40	604,737.64	1,195,697.60	86.81
=====							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	39,508.82	122,528.58	( 226,435.11)	( 122,528.58)	0.00

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:**        4.F.

Receive and file the City of McCook - Tax Increment Financing Annual Report - dated April 2021.

---

**BACKGROUND:**

On or before May 1 of each year, the City of McCook Community Development Agency (CDA) is required to compile information on the progress of redevelopment projects that are financed in whole or in part through Tax Increment Financing (TIF). The attached report is for calendar year 2021. The CDA must report this information to the City Council and other taxing entities affected by the division of taxes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

April 14, 2021

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

April 14, 2021

**CITY OF MCCOOK  
TAX INCREMENT FINANCING ANNUAL REPORT  
APRIL 2021**

On or before May 1 of each year, the City of McCook Community Development Agency (CDA) is required to compile information on the progress of redevelopment projects that are financed in whole or in part through Tax Increment Financing (TIF). The CDA reports this information to the McCook City Council and other taxing entities affected by the division of taxes.

Redevelopment project plans are evaluated based on zoning regulations, land utilization, compliance with the City's Comprehensive Plan, TIF criteria set forth by the City and the Nebraska Community Development Law. The City of McCook has five Redevelopment Areas as outlined in attached Exhibit #1.

During 2020 additional areas were identified that could benefit from the blight and substandard designation. Area #3 was amended to include parcels at the West 5<sup>th</sup> Street and West "D" Street intersection. Area #4 located just east of the intersection of Highway 83 and Highways 6 and 34 and Area #5 located partially within and partially outside the corporate limits of McCook, is located on the east and west sides of Highway 83 and the north side of West "Q" Street. The amendment and additions are outlined in attached Exhibit #1.

The City of McCook has nine active redevelopment projects that have been financed in whole or in part through TIF. The total estimated costs for these redevelopment projects totals \$41,232,342.

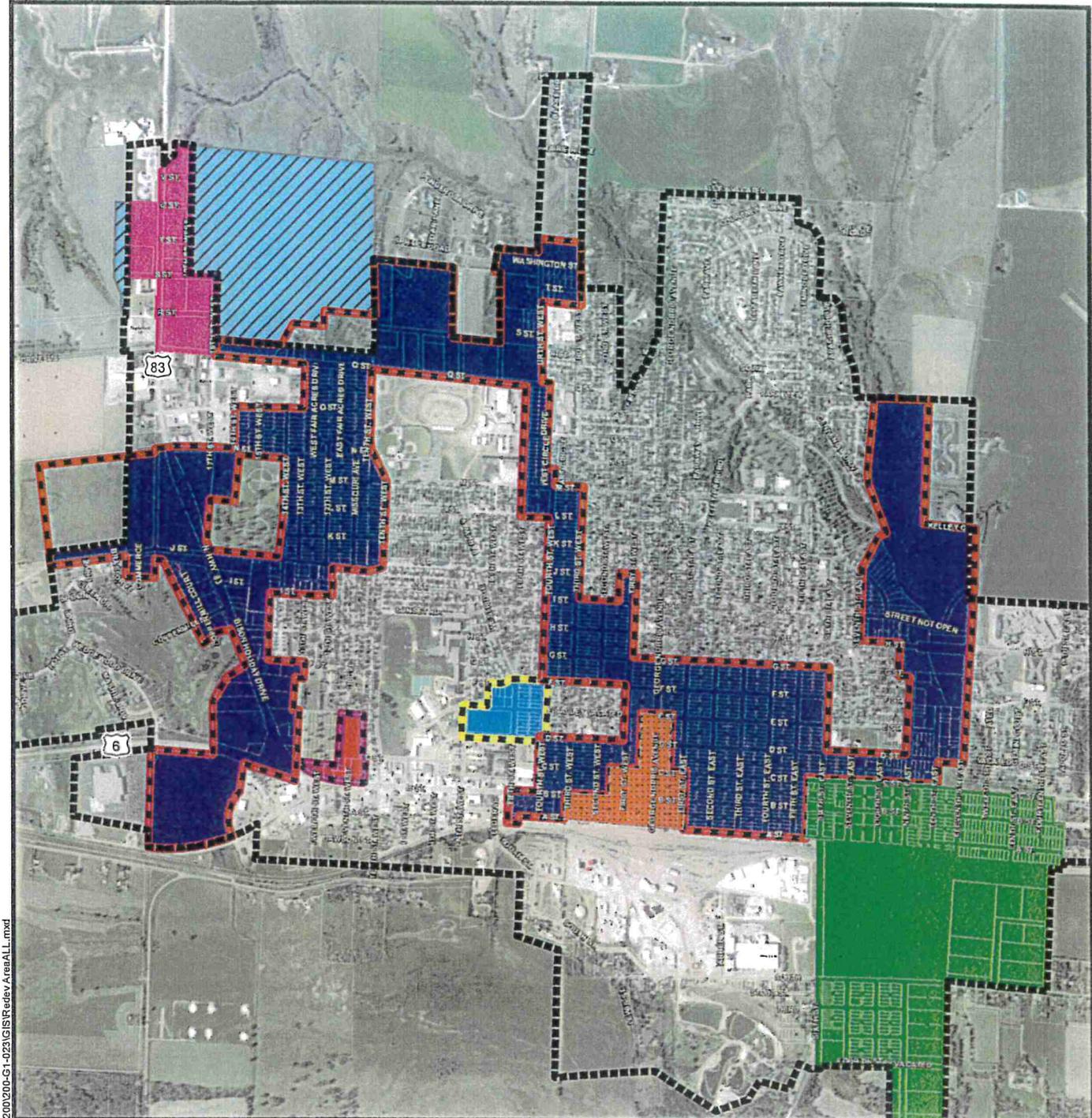
There were four projects approved during 2020.

- (1) Blackwood Enterprises Redevelopment Project is in Redevelopment Area #3 and includes private improvements of the renovation, rehabilitation, and exterior enhancements of the commercial building on the project site and associated improvements on the site to create retail/commercial space. Public improvements include land acquisition, demolition, architectural fees, utility improvements, landscaping, facade enhancements, and other eligible improvements on the site and in the Redevelopment Area.
- (2) N-Stant Convenience Redevelopment Project is in Redevelopment Area #4 and includes private improvements of the construction and development of a fuel station site that will consist of 8-fuel pumps, or 4-island double-sided fuel canopy and associated improvements to create a commercial fuel site. Public improvements include land acquisition, site preparation, site stabilization and retaining wall improvements, relocation of a sewer line on the site and other eligible improvements on the site and in the Redevelopment Area.

Included with this report is a table which summaries the City of McCook's Tax Increment Projects through December 31, 2020. The table provides a comparison between the initial project valuation of property included in each redevelopment project (as described in the individual redevelopment contracts) and the assessed value of the property included in each redevelopment project. The table is attached hereto, marked as Exhibit #2, and is incorporated into this document by reference.

During 2020, there were no TIF project bonds paid in full or that reached the 15-year term and no plan amendments were approved.

The percent of land within the corporate limits of the City of McCook designated as blighted as of 12/31/2020 was 29.0%

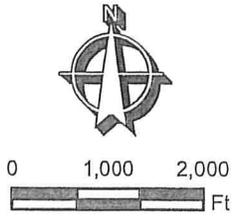


12/27/2019 8:59:33 AM Path: G:\Projects\200\200-G1-023\GIS\Redev Area\ALL.mxd

**Legend**

-  McCook Corp. Boundary (3494.41 AC.)
-  1997 Area #1 (30.13 AC.)
-  1997 Area #2 (263.69 AC.)
-  2013 Area 3 (698.29 AC.)
-  2013 Area #3 [Inside] (644.31 AC.)
-  Amendment to Redevelopment Area #3 (17.43 AC.)
-  Redevelopment Area #4 (8.62 AC.)
-  2019 Area 5 [Inside] (55.91 AC.)
-  2019 Area 5 [Outside] (129.32 AC.)

Prepared By:  
  
**Miller & Associates**  
 CONSULTING ENGINEERS, P.C.  
 Kearney, NE - (308) 234-6456



**EXHIBIT #1**  
**Map 1:**  
**Overall Blight Map**  
 McCook Nebraska

**CITY OF MCCOOK**  
**TAX INCREMENT PROJECTS YEAR ENDING 12/31/2020**

PROJECT NAME	AREA	TYPE	CONTRACT DATE	TIF BOND	ESTIMATED PROJECT COST	INITIAL PROJECTED VALUATION	BASE VALUE	BASE VALUE DATE	TIF EXCESS VALUE TAX YEAR 2020
Keystone Hotel Rehabilitation Amended Area - removed undeveloped Lots 8 & 9	1	Commercial	05/18/09 11/20/17	\$ 320,000.00	\$ 3,931,264.00	\$ 2,000,000.00	\$ 120,000.00 \$ 109,500.00	08/03/09 12/18/17	\$ 1,496,500.00
North Pointe Properties, LLC (27 lots in three phases) Phase I - 6 lots Phase I-Amend No. 1 (Lots 1 & 3) Phase I-Amend No. 2 (Lots 2 & 4) Phase I-Amend No. 3 (Lots 5 & 6)	3	Housing	07/07/14  05/16/16 05/15/17 05/07/18	\$ 208,000.00	\$ 208,000.00 + Developer Costs	\$ 5,000,000.00 \$ 1,750,000.00 **	\$ 89,079.00 \$ 27,268.00 \$ 38,420.00	04/20/15  07/14/17	\$ 543,590.00 \$ 555,471.00 \$ 457,725.00
Clary Village Amended Plan Area	3	Housing	03/16/15 11/20/17	\$ 180,000.00	\$ 2,657,520.00	\$ 716,000.00 ***	\$ 12,778.00	03/10/16	\$ 452,345.00
McCook Hotel Group, LLC (Cobblestone)	3	Commercial	05/04/15	\$ 628,875.00	\$ 4,628,000.00	\$ 3,580,000.00	\$ 211,563.00	03/11/16	\$ 2,738,437.00
Quillan Courts	3	Housing	06/06/16	\$ 110,000.00	\$ 3,566,160.00	\$ 557,000.00 ***	\$ 85,074.00	07/14/17	\$ 343,989.00
Next Generation, Inc., Facility Amended Plan	2	Industrial	02/20/17 09/04/18	\$ 720,000.00 \$ 1,024,000.00	\$ 9,061,907.00 \$ 6,529,616.00	\$ 4,500,000.00 \$ 10,485,856.00	\$ 51,475.00	11/02/17	\$ 10,859,266.00
McCook Lodging, LLC (Holiday Inn & Suites) 1st Amendment 2nd Amendment 3rd Amendment	3	Commercial	03/21/16  08/29/16 07/16/18 10/15/18	\$ 1,400,000.00	\$ 8,892,000.00	\$ 6,750,000.00 ***	\$ 202,995.00 \$ 70,788.00	08/01/18	\$ 4,975,021.00
Blackwood Enterprises	3	Commercial	03/16/20	\$ 200,000.00	\$ 647,875.00	\$ 1,139,857.00	\$ 135,000.00	07/29/20	
N-Stant Convenience	4	Commercial	04/20/20	\$ 196,500.00	\$ 1,110,000.00	\$ 1,107,724.00	\$ 71,874.00	07/29/20	

TOTAL ESTIMATED PROJECT COSTS

\$ 41,232,342.00

\*\*Estimated Fair Market Value

\*\*\*Estimated valuation increase

**EXHIBIT #2**

COPIES OF ANNUAL REPORT TO:

McCook Community College  
President  
1205 East 3rd  
McCook, NE 69001

Chairman of the Board  
Educational Service Unit No 15  
344 Main  
PO Box 398  
Trenton, NE 69044

Chairman of the Board  
Middle Republican NRD  
208 Center Ave  
PO Box 81  
Curtis, NE 69025

Earl McNutt, Chairman  
Red Willow County Commissioners  
502 Norris Avenue  
McCook, NE 69001

Tom Bredvick, President  
McCook School District  
600 West 7th  
McCook, NE 69001

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:**            4.G.

Approve the request from the McCook Area Chamber of Commerce to close the 400 block of Norris Avenue for their annual banquet on May 8, 2021 from 4:00 P.M. to 10:00 P.M.

---

**BACKGROUND:**

The Chamber requests permission to close the 400 block of Norris Avenue on May 8, 2021 from 4:00 P.M. to 10:00 P.M. for their annual Chamber Banquet to create additional space for attendees to socially distance. The event will be held indoors and outdoors at the Keystone Business Center.

The Street Department will provide cones for closure of Norris Avenue.

A certificate of Insurance Coverage has been requested.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 14, 2021

  
\_\_\_\_\_  
Joel Smith, Police Chief

April 14, 2021

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

April 14, 2021

## Lea Ann Doak

---

**From:** Dawson Brunswick <dawson@mccookchamber.org> on behalf of Dawson Brunswick  
**Sent:** Tuesday, April 13, 2021 10:55 AM  
**To:** Lea Ann Doak  
**Cc:** Nate Schneider (nschneider@cityofmccook.com); TREVOR TAYLOR; Jade Lesko (jadef4@hotmail.com); Andy Long; Lori Beeby; Steven Rasmusen  
**Subject:** Chamber Annual Banquet Requests  
**Attachments:** 109.pdf; 201.pdf; 200 SDL LOCAL RECOMMENDATION.pdf

Good morning Lea Ann,

Please reserve time on the upcoming City Council agenda to approve the McCook Chamber of Commerce's following requests relating to the chamber's annual banquet.

1. The closure and usage of the 400 block of Norris Avenue (" D" Street through "E" Street) from 4:00pm until 10:00pm to create additional space for attendees to socially distance at the Chamber Annual Banquet to be held indoors and outdoors at the Keystone Business Center May 8<sup>th</sup>. The McCook Chamber would also request cones from the city to assist with marking the closure.
2. Approval of a special designated liquor license for the bar to be held indoors and outdoors at the Keystone Business Center on May 8<sup>th</sup>. Please see attached documents for SDL information.

I would ask that you contact Trevor Taylor with any questions as I continue my transition out of the position.

Thank you,

**Dawson Brunswick | President/CEO**  
McCook Chamber of Commerce  
402 Norris Avenue | Suite 301  
McCook, NE 69001  
308.345.3200  
[dawson@mccookchamber.org](mailto:dawson@mccookchamber.org)

Please note that we have dropped our PO Box.

**Analytical | Learner | Achiever | Context | Command**

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:**        4.H.

Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Chamber Celebration Mixer to be held at the Keystone Business Center, 402 Norris Avenue, on May 8, 2021 from 10:00 A.M. to 2:00 A.M.

---

**BACKGROUND:**

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

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

April 14, 2021

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

April 14, 2021

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

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

McCook Chamber of Commerce

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

402 Norris Ave STE 320 McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

47-0233780

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 5/8/2021  
Event Date(s): \_\_\_\_\_

Event Start Time(s): 10 AM  
\_\_\_\_\_

Event End Time(s): 2 AM  
\_\_\_\_\_

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

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

Event Building Name: Keystone Business Center

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

Indoor area to be licensed in length & width: 52 X 52

Outdoor area to be licensed in length & width: 175 X 125 (Diagram Form #109 must be attached)

Type of Event: Chamber Celebration Mixer Estimate # of attendees: 300

Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Trevor Taylor Event Contact Phone Number: 308-340-0131

Event Contact Email: tmtaylor98@gmail.com

\*Signature Authorized Representative: Dawson Brunswick Printed Name Dawson Brunswick

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Volunteers

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

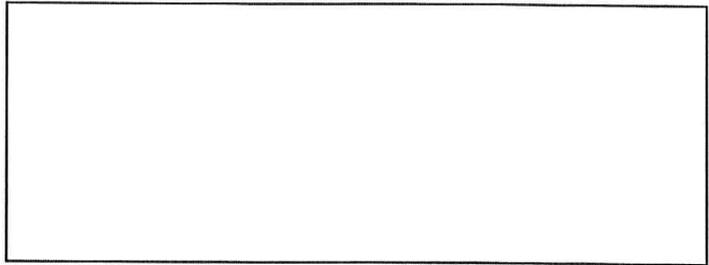
DIAGRAM OF PROPOSED AREA:

Total area: 12,102.69 ft<sup>2</sup> (1,124.38 m<sup>2</sup>)  
Total distance: 577.94 ft (176.16 m)



**APPLICATION FOR SPECIAL DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

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



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

McCook Chamber of Commerce

NAME OF CORPORATION

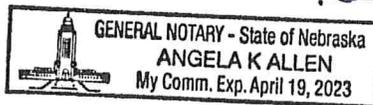
47-0233780

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 13<sup>th</sup> DAY OF April, 2021.

  
NOTARY PUBLIC SIGNATURE & SEAL

CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING

ITEM: 4.I.

RECOMMENDATION:

APPROVE AN APPLICATION FROM GREAT PLAINS COMMUNICATIONS TO OCCUPY CITY RIGHT-OF-WAY ALONG WEST J STREET FROM HWY 83 TO A POINT 500 FEET WEST OF THE J STREET SPOON DR. INTERSECTION

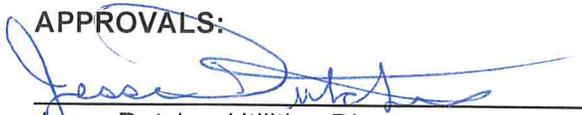
BACKGROUND:

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City right-of-way to extend fiber optic service to customers on the golf course. The path of the underground PVC conduits (2- 1 ¼") that contains the fiber will originate on the south side of West J Street near the North Hwy 83 intersection. The route will continue on the south side of West J from this point to approximately 500 feet west of the J street and Spoon Drive intersection. The installation will include five (5) new underground vaults. The vaults are to be installed at ground level along the cable's route in the right-of-way and not in the path of traffic.

Work on this and other fiber installations in the area is to begin in April and will be completed by July. The new fiber path will parallel the J Street water main and cross connecting mains on the south side of HWY 83, Brassie and Spoon. One sanitary sewer main will be crossed at a point between Brassie and Spoon. Storm water in this area is all surface drainage and should not be a problem.

**FISCAL IMPACT:**(None) GPC will provide the required \$2,500 performance deposit prior to construction

APPROVALS:

  
\_\_\_\_\_  
Jesse Dutcher Utilities Dir.

April 9, 2021

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 9, 2021

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

April 9, 2021



Golf Course

P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3-25-2021  
ADDRESS: 1009 West B St. PHONE: 402-278-2325  
FAX: \_\_\_\_\_ START DATE: April 2021 FINISH DATE: July 2021

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

Type: (circle)
<input checked="" type="radio"/> Over-Cross
<input type="radio"/> Under-Cross
<input type="radio"/> Occupy
<input type="radio"/> Miscellaneous

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

Location: Beginning 30 feet (East West North South) of Intersection US Hwy 483  
West J and ending (East West North South) 2200 feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**

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

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

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

Bauw...  
Applicant's Signature

Recommended By \_\_\_\_\_

Date \_\_\_\_\_

Director of Public Works Approval \_\_\_\_\_

# Untitled Map

Write a description for your map.

## Legend

-  First Central Bank McCook
-  Hoppens Orthodontics
-  Jehovah's Witnesses
-  Untitled Path



CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING

ITEM: 4.J.

**RECOMMENDATION:**

APPROVE AN APPLICATION FROM PINPOINT COMMUNICATIONS, INC OF CAMBRIDGE, NE TO OCCUPY CITY RIGHT-OF-WAY FOR THE PURPOSE OF INSTALLING UNDERGROUND CONDUIT AND VAULTS THAT WILL HOUSE FIBER OPTIC CABLE.

**BACKGROUND:**

Pinpoint Communications is requesting to occupy City right-of-way to install buried 2 inch PVC conduit to provide fiber optic communications to various locations on the east side of McCook. The work will also include the installation of underground vaults that allow access to the cables.

**Vault Requirements:** Each vault is to be traffic rated (Tier 22) and constructed of polymer concrete. Where installed in an alley, vehicle or pedestrian path the vault will be situated as to not interfere with, impede, hinder or obstruct travel or maintenance of the surrounding area. In the event that a vault becomes damaged or in need repair or replaced it shall be the responsibility of Pinpoint Communications or it's agent or current equipment owner.

1. Underground bore in alley between E 5<sup>th</sup> & E 6<sup>th</sup> starting 40 feet south of HWY 6&34 and extending 530 feet north. This bore will include an underground vault located in the alley approximately 277 feet north of Hwy 6 & 34. See attached drawings
2. Underground bore in alley between East 3<sup>rd</sup> and East 4<sup>th</sup> starting 20 feet south of East E Street and continuing 590 feet north. This bore will include an underground vault located in the alley at a point 210 feet north of the East "F" Street intersection. A second vault will be installed on the same bore 145 feet south of the East "F" Street intersection.
3. Underground bore in alley between East 3<sup>rd</sup> and East 4<sup>th</sup> starting 130 feet south of East C Street and continuing 150 feet north. A new vault will be installed 125 feet south of the East "C" Street intersection.
4. Underground bore in alley between East 4<sup>th</sup> and East 5<sup>th</sup> starting 85 feet north of East F and continuing north 1090 feet (crossing East G, H, ending at I). Underground vaults will be installed 170 feet south of East "G" St. A second Vault will be located 147 feet south of the East "H" Street intersection and a third 135 feet north of the East "H" Street Intersection.
5. Underground bore in the alley of East 7<sup>th</sup> 25 feet north of East E Street and continuing 540 feet north where the route turns east in the alley between East F and G, continuing east for 440 feet toward East 9<sup>th</sup> Street (crossing East E Street). This will include the installation of 2 vaults: one – 150 feet west and a second 456 feet west of the alley and East 9<sup>th</sup> intersection.

6. Underground bore in alley between East D and East E Streets beginning 165 feet west of East 9<sup>th</sup> Street and running 390 feet east, then north for 210 feet ending 40 feet north of the East E and East 10<sup>th</sup> intersection. Two vaults will be installed on this section of fiber: one - 173 feet west of the East 9<sup>th</sup> and a second 186 feet east of the East 9<sup>th</sup> Alley.
7. Underground bore beginning in the alley between East 10<sup>th</sup> and East 11<sup>th</sup> 145 feet south of Hwy 6&34 and running north 355 feet ending near East C Street. This location will include a vault 152 feet south of the HWY 6 & 34 intersection.
8. Underground bore beginning in the alley between East 9<sup>th</sup> and East 10<sup>th</sup> 60 feet south of HWY 6&34 and running 75 feet north. This location will include 2 vaults: one 50 feet south and another 50 feet north of the HWY 6 & 34 intersection.
9. Underground bore beginning 20 feet east of intersection of East 7<sup>th</sup> and East A Streets and running 195 feet east along East A Street. One vault will be installed 191 feet east of the East 7<sup>th</sup> and East A Street intersection.

This permit is only for City owned ROW. Pinpoint Communications will also be responsible for obtaining permits or permission from all other state or private property owners that will be utilized for this project.

**FISCAL IMPACT:**(None) Pinpoint Communications, Inc. has provided the required \$2,500 performance deposit for these installations.

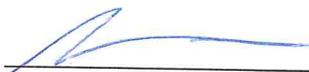
**APPROVALS:**

  
\_\_\_\_\_  
Jesse Dutcher Utilities Dir.

April 13, 2021

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 13, 2021

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

April 13, 2021



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

<b>Type: (circle)</b> <input type="radio"/> Over-Cross <input checked="" type="radio"/> Under-Cross <input type="radio"/> Occupy <input type="radio"/> Miscellaneous	<b>With a: (circle)</b> <input type="radio"/> Water Line <input type="radio"/> Sewer Line <input type="radio"/> Gas Line <input checked="" type="radio"/> Telephone Line 2" PVC <input checked="" type="radio"/> (Underground Aerial)	<input type="radio"/> Tree Trimming/Removal <input type="radio"/> Grading <input type="radio"/> Other <input type="radio"/> Electric Line <input type="radio"/> (Underground Aerial)
--	--	--

**Location:** Beginning 40 feet (East West North  South) of Intersection 6&34 Alley between E 5th&E 6th and ending (East West North  South) 530 feet of Intersection 6&34 Alley between E 5th&E 6th. NDOT permit filed for 6&34 undercrossing.

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

**Performance Guarantee: (Make Payable to City of McCook)**

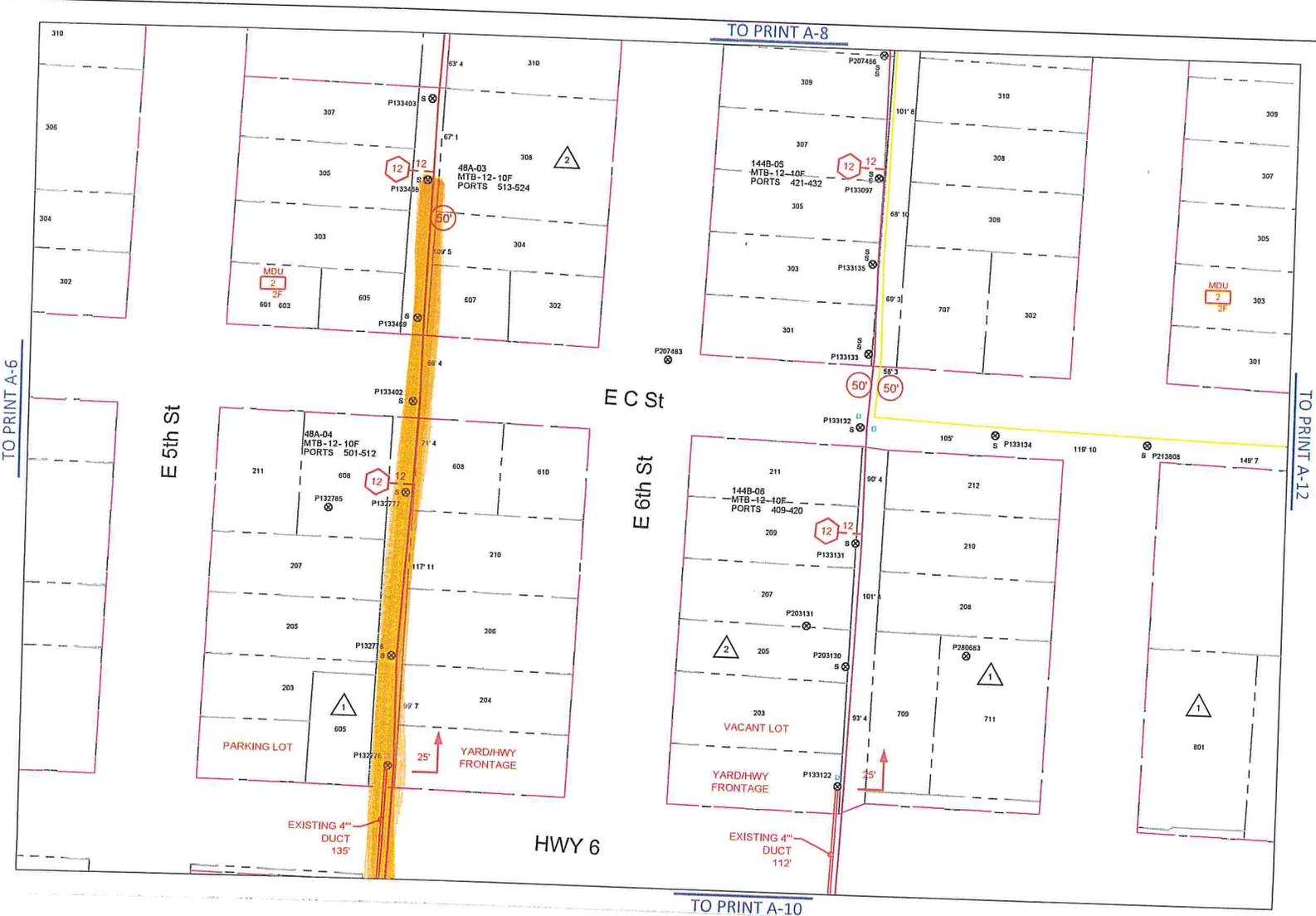
Amount: \$ 2,500.00 Check No. 6023 Soc. Sec. No. Or FID No. 91-1800652

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

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

*Renee A. Hottel* for Pinpoint Communications, Inc  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_



TO PRINT A-6

TO PRINT A-8

TO PRINT A-12

TO PRINT A-10

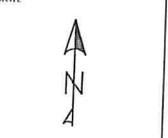
PREPARED FOR:  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*



CORNING OPTICAL COMMUNICATIONS LLC  
 4200 CORNING PL  
 CHARLOTTE, NC 28216  
 828-901-6000  
 www.Corning.com/topcomm

PROJECT INFORMATION:  
 MCCOOK, NE  
 312 W B STREET  
 MCCOOK, NEBRASKA 69001

PROJECT NAME:  
 MCCOOK, NE  
 DRAWN BY: PS  
 CHECKED BY: PS  
 DATE: 5/27/20



FOR PLANNING PURPOSE ONLY

NOT RELEASE FOR CONSTRUCTION

SHEET NAME:  
 CABLE PATH

SHEET NUMBER	REVISION
A-9	4



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

Type: (circle)  
Over-Cross  
Under-Cross  
 Occupy  
Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
Telephone Line  
(Underground Aerial)  
Tree Trimming/Removal  
Grading  
 Other (Vault)  
Electric Line  
(Underground Aerial)

Location: Beginning 277.24 feet (East West  North  South) of Intersection 6&34 Alley between E 5th & E 6th and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652

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

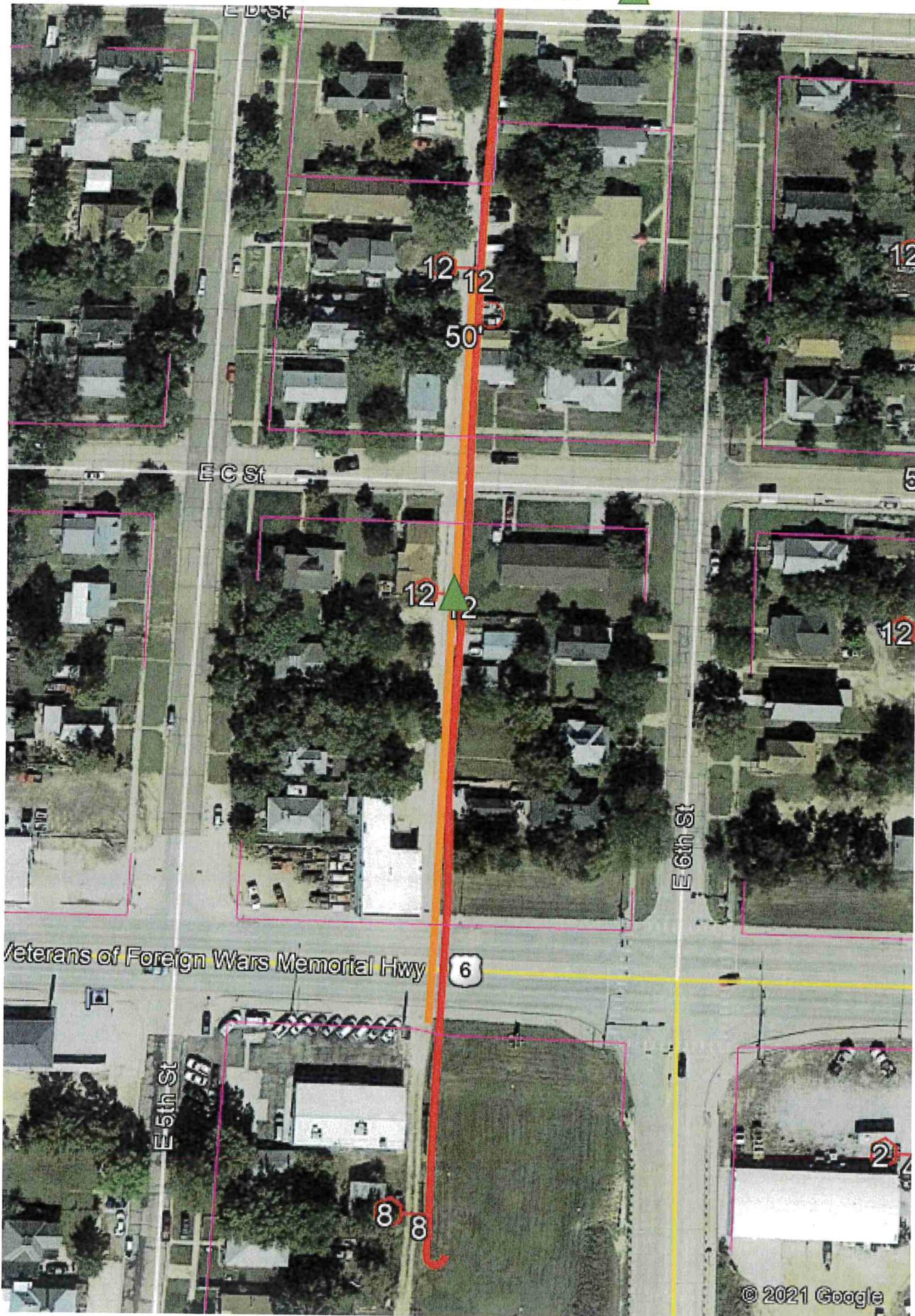
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*Benee A. Hottel* for Pinpoint Communications, Inc. 04/01/2021  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

# 1. McCook - East B C St - E 5<sup>th</sup> / 6<sup>th</sup> St Alley Bore (Orange)

Vaults = ▲





P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

Type: (circle)
Over-Cross
<input checked="" type="radio"/> Under-Cross
Occupy
Miscellaneous

With a: (circle)
Water Line
Sewer Line
Gas Line
<input checked="" type="radio"/> Telephone Line 2" PVC
<input checked="" type="radio"/> (Underground) Aerial
Tree Trimming/Removal
Grading
Other
Electric Line
(Underground Aerial)

Location: Beginning 20 feet (East West North  South) of Intersection E E St Alley between E 3rd&E 4th and ending (East West North  South) 590 feet of Intersection E E St Alley between E 3rd&E 4th

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

**Performance Guarantee: (Make Payable to City of McCook)**  
Amount: \$ 2,500.00 Check No. 6024 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

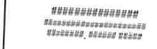
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

Renee A. Hottel for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_



PREPARED FOR:



PREPARED BY:



CORNING OPTICAL COMMUNICATIONS LLC  
4300 CORNING PL  
CHARLOTTE, NC 28216  
828-901-6000  
www.Corning.com/opcomm

PROJECT INFORMATION:  
MCCOOK, NE  
312 W B STREET  
MCCOOK, NEBRASKA 68001

PROJECT NAME:  
MCCOOK, NE

DRAWN BY: PS  
CHECKED BY: PS  
DATE: 5/27/20

NORTH



FOR PLANNING PURPOSE ONLY

NOT RELEASE FOR CONSTRUCTION

SHEET NAME:  
CABLE PATH

SHEET NUMBER	REVISION
A-5	4

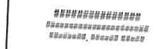


TO PRINT A-20

TO PRINT A-18

TO PRINT A-5

PREPARED FOR:



PREPARED BY:



CORNING OPTICAL COMMUNICATIONS LLC  
4200 CORNING PL  
CHARLOTTE, NC 28216  
828-901-4000  
www.Corning.com/opcomm

PROJECT INFORMATION:

MCCOOK, NE  
312 W B STREET  
MCCOOK, NEBRASKA 69001

PROJECT NAME:

MCCOOK, NE

DRAWN BY: PS

CHECKED BY: PS

DATE: 5/27/20

NORTH:



FOR PLANNING PURPOSE ONLY

NOT RELEASE FOR CONSTRUCTION

SHEET NAME:

CABLE PATH

SHEET NUMBER

A-17

REVISION

4

# 2 A



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

**Location:** Beginning 210 feet (East West <sup>X</sup>North South) of Intersection East F St Alley between East 3rd & East 4th and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652

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

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

*Bene A. Doty* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_



# 2 B

P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

**Location:** Beginning 145 feet (East West North <sup>X</sup>South) of Intersection East F St Alley between East 3rd & East 4th and ending (East West North South) \_\_\_\_\_ feet of Intersection

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652

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

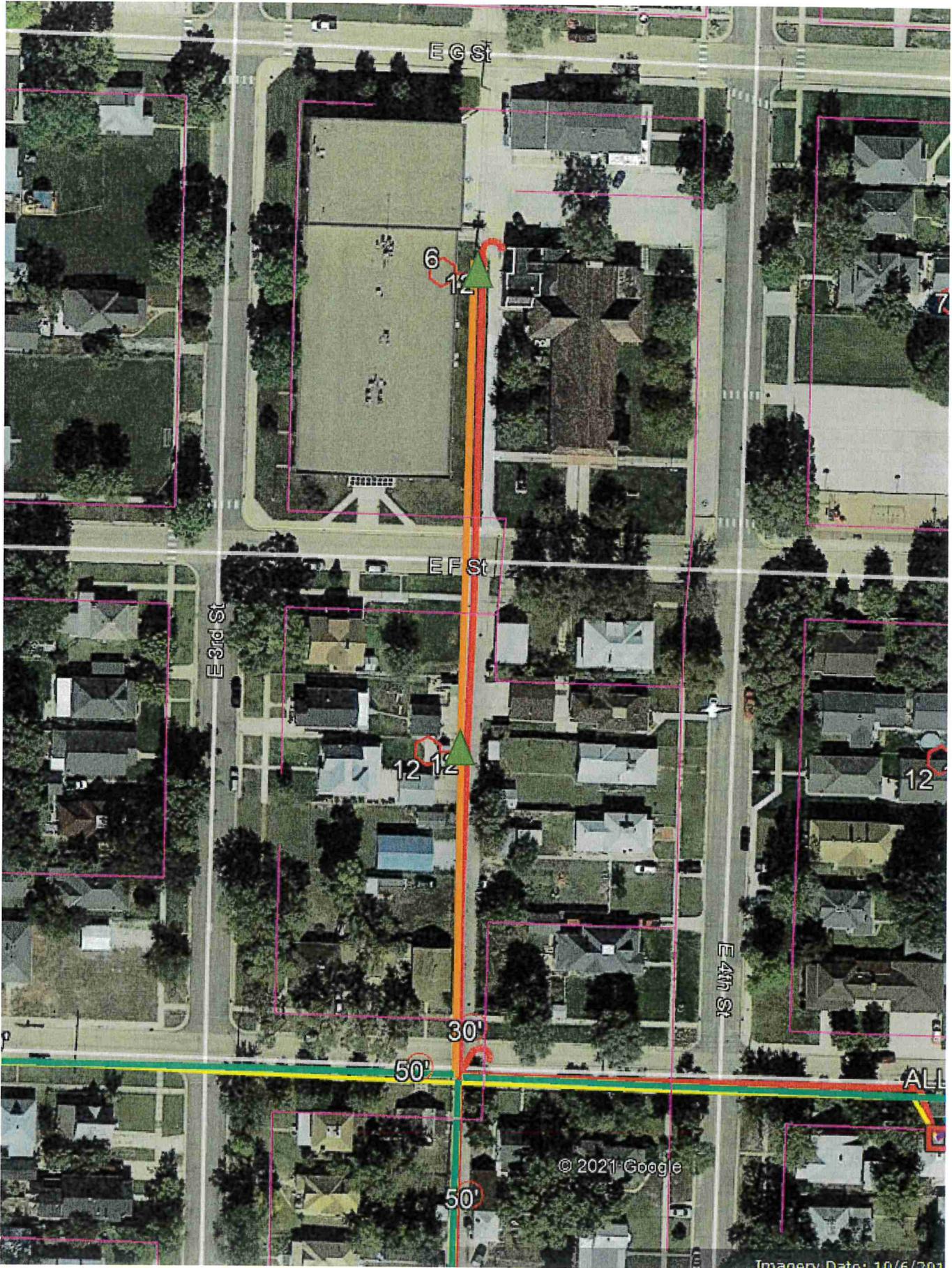
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*Benedict Hottel* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

## 2. McCook - East E F St - E 3<sup>rd</sup>/4<sup>th</sup> St Alley Bore (Orange)

Vaults = ▲





P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
 ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
 FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

**Type: (circle)**  
 Over-Cross  
 Under-Cross  
 Occupy  
 Miscellaneous

**With a: (circle)**

<input type="radio"/> Water Line	<input type="radio"/> Tree Trimming/Removal
<input type="radio"/> Sewer Line	<input type="radio"/> Grading
<input type="radio"/> Gas Line	<input type="radio"/> Other
<input checked="" type="radio"/> Telephone Line 2" PVC	<input type="radio"/> Electric Line
<input checked="" type="radio"/> (Underground) Aerial	<input type="radio"/> (Underground Aerial)

**Location:** Beginning 130 feet (East West North South) of Intersection E C St Alley  
 between E 3rd&E 4th and ending (East West North South) 150 feet of Intersection  
E C St Alley between E 3rd&E 4th

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

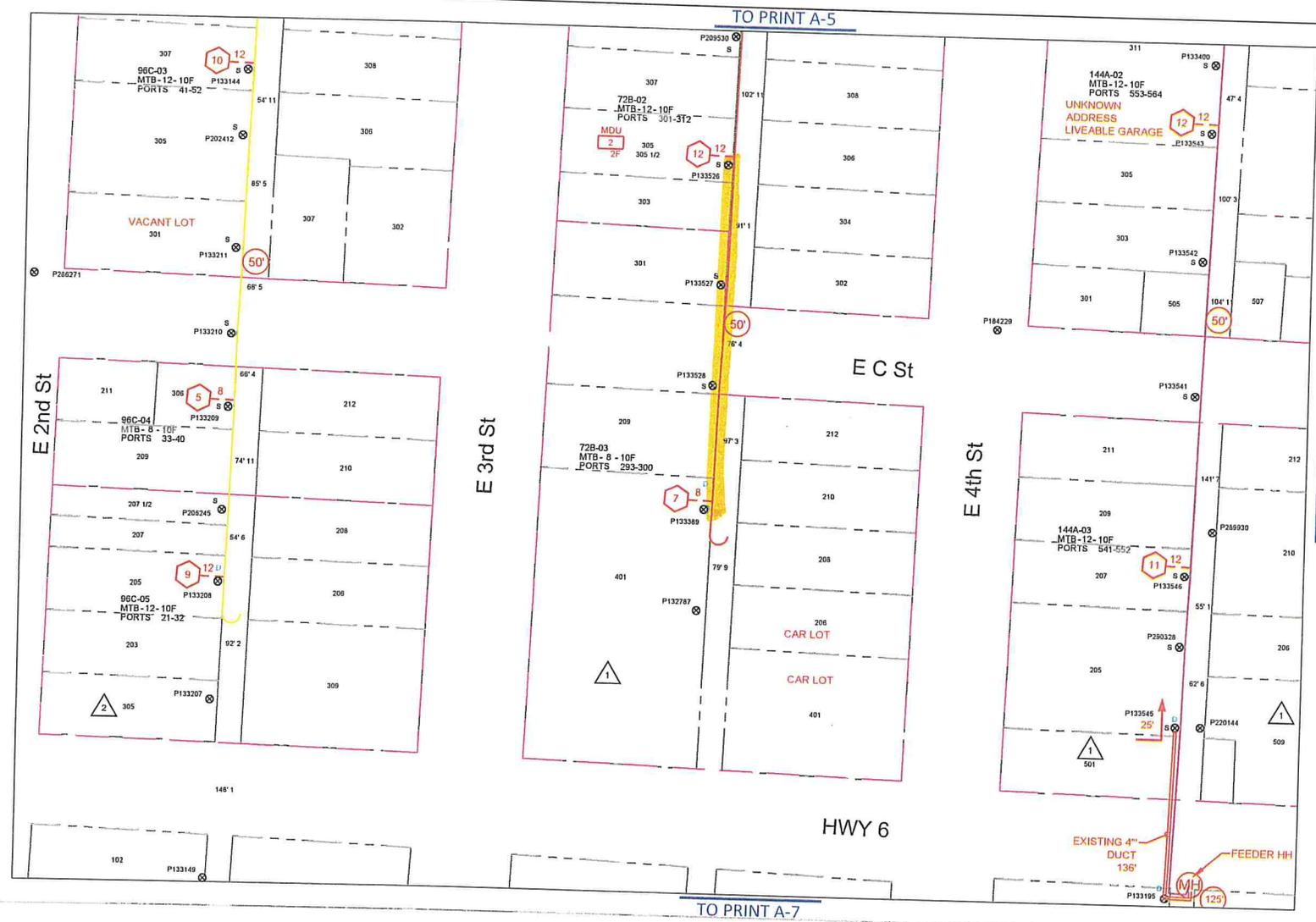
**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6025 Soc. Sec. No. Or FID No. 91-1800652  
 This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

*Renee A. Holtz* for Pinpoint Communications, Inc.  
 Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_



TO PRINT A-5

TO PRINT A-7

TO PRINT A-9

PREPARED FOR:

#####

PREPARED BY:

**CORNING**

CORNING OPTICAL COMMUNICATIONS LLC  
4200 CORNING PL  
CHARLOTTE, NC 28216  
828-901-5000  
www.Corning.com/opcomm

PROJECT INFORMATION:

MCCOOK, NE  
312 W 8 STREET  
MCCOOK, NEBRASKA 69001

PROJECT NAME:  
MCCOOK, NE

DRAWN BY: PS  
CHECKED BY: PS

DATE: 5/27/20

NORTH

FOR PLANNING PURPOSE ONLY

NOT RELEASE FOR CONSTRUCTION

SHEET NAME:  
CABLE PATH

SHEET NUMBER	REVISION
A-6	4

#3



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

Location: Beginning 125 feet (East West North <sup>X</sup>South) of Intersection E C St Alley between East 3rd & East 4th and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652

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

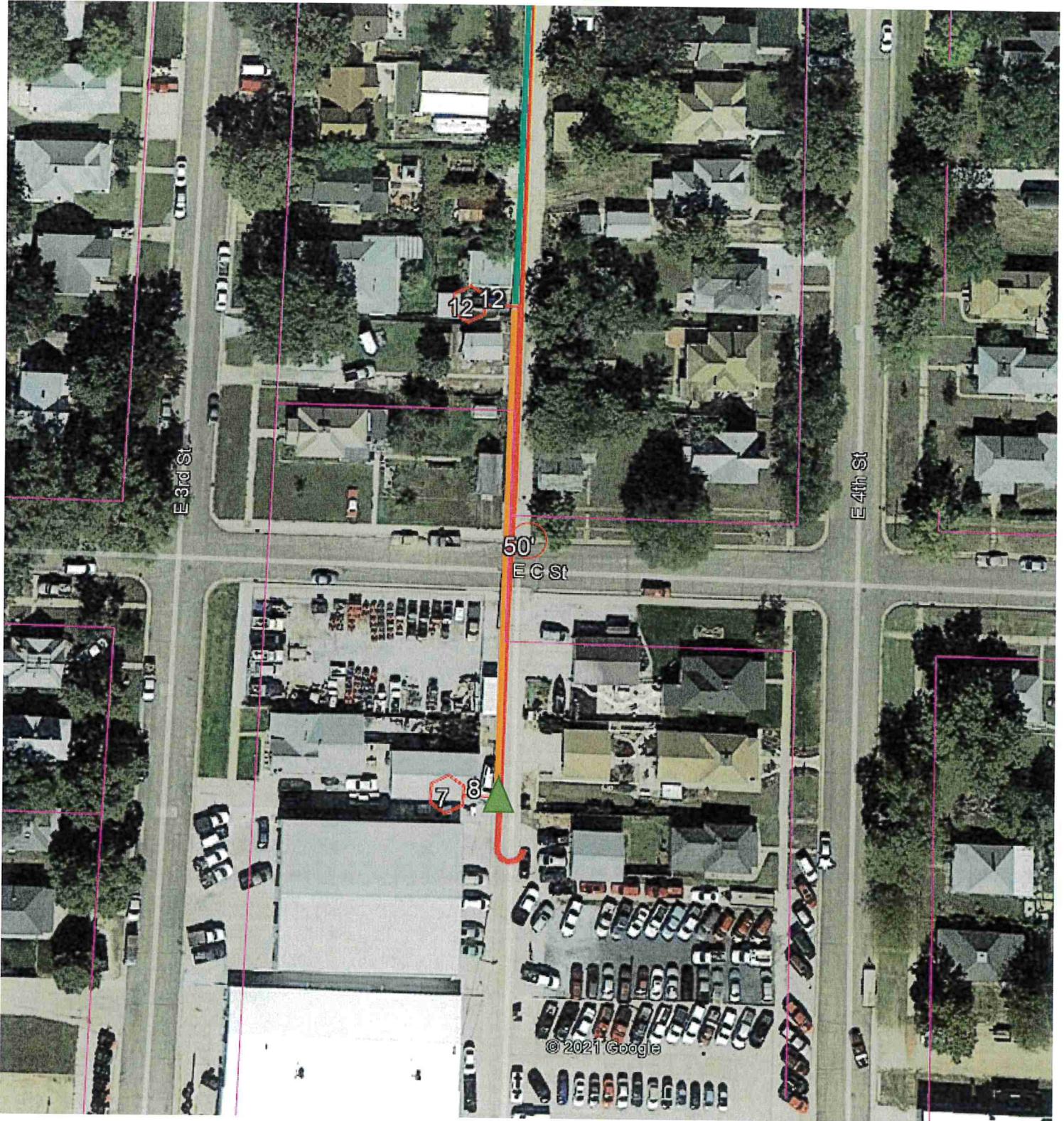
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*Bene A. Heth* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

### 3. McCook - East C St - E 3<sup>rd</sup>/4<sup>th</sup> St Alley Bore (Orange)

Vaults = ▲





P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

Type: (circle)  
Over-Cross  
 Under-Cross  
Occupy  
Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
 Telephone Line 2" PVC  
 (Underground) Aerial  
Tree Trimming/Removal  
Grading  
Other  
Electric Line  
(Underground Aerial)

Location: Beginning 85 feet (East West North South) of Intersection E F St Alley  
between E 4th & E 5th and ending (East West North South) 1,090 feet of Intersection  
E F St Alley between E 4th & E 5th

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6026 Soc. Sec. No. Or FID No. 91-1800652

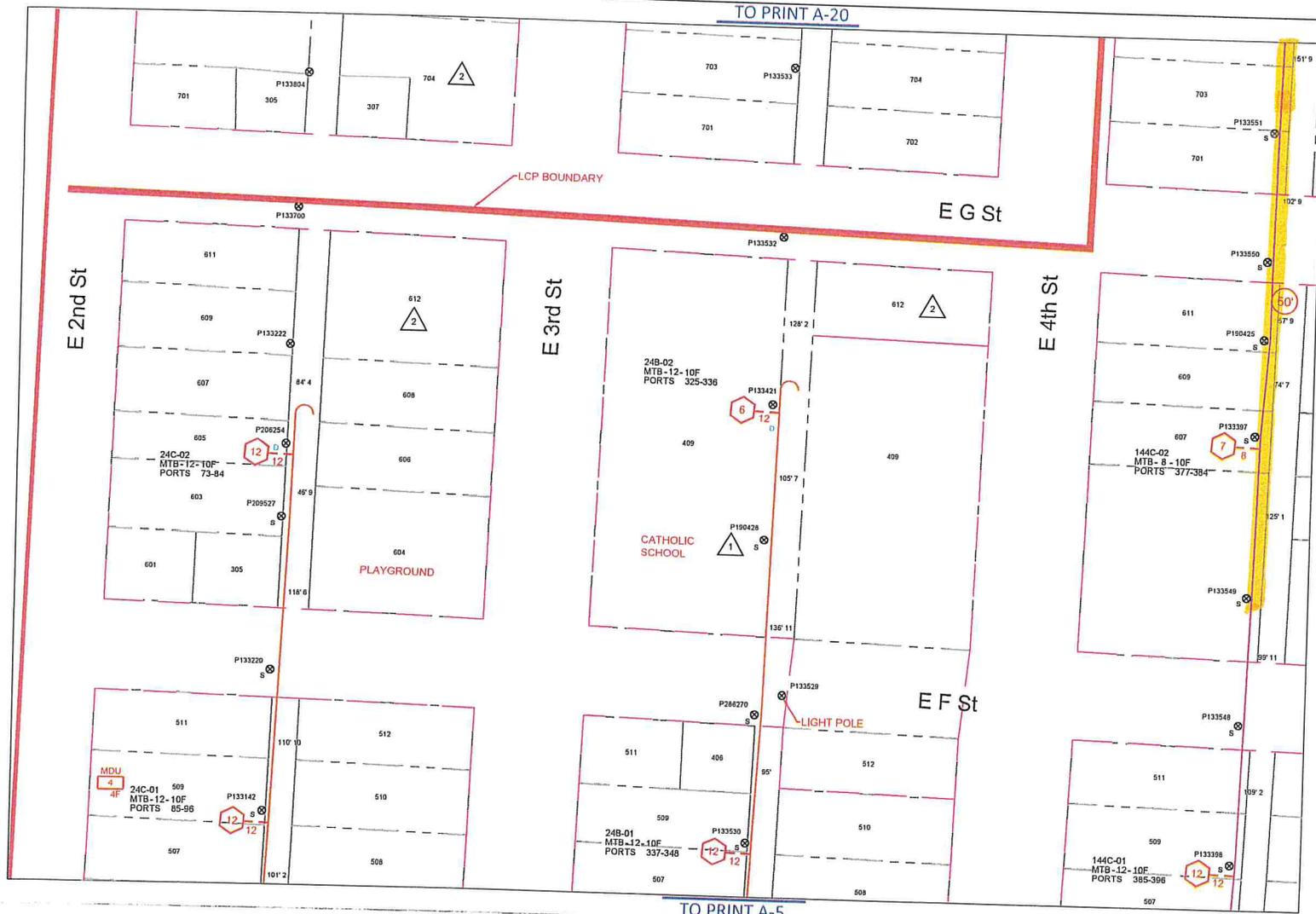
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory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

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

Benee A. Hottel for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

TO PRINT A-20



TO PRINT A-5

PREPARED FOR:

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

PREPARED BY:

**CORNING**

CORNING OPTICAL COMMUNICATIONS LLC  
4300 CORNING PL  
CHARLOTTE, NC 28216  
828-901-5000  
www.Corning.com/optcom

PROJECT INFORMATION:

MCCOOK, NE  
312 W B STREET  
MCCOOK, NEBRASKA 68001

PROJECT NAME:

MCCOOK, NE

DRAWN BY: FS

CHECKED BY: FS

DATE: 5/27/20

NORTH



**FOR PLANNING PURPOSE ONLY**

NOT RELEASE FOR CONSTRUCTION

SHEET NAME:

CABLE PATH

SHEET NUMBER

REVISION

A-17

4





#4A

P.O. BOX 1059 • 605 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

Location: Beginning 170 feet (East West North  South) of Intersection East G St Alley between East 4th & East 5th and ending (East West North South) \_\_\_\_\_ feet of Intersection

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

*Benee A. Hetro* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_



# H B

P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

Type: (circle)  
Over-Cross  
Under-Cross  
 Occupy  
Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
Telephone Line  
(Underground Aerial)  
Tree Trimming/Removal  
Grading  
 Other (Vault)  
Electric Line  
(Underground Aerial)

Location: Beginning 147 feet (East West North <sup>X</sup>South) of Intersection East H St Alley between East 4th & East 5th and ending (East West North South) \_\_\_\_\_ feet of Intersection

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652

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

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

*Benee Holtz* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_



#AC

P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
 ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
 FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

**Type: (circle)**  
 Over-Cross  
 Under-Cross  
 Occupy  
 Miscellaneous

**With a: (circle)**

Water Line	Tree Trimming/Removal
Sewer Line	Grading
Gas Line	<input checked="" type="checkbox"/> Other (Vault)
Telephone Line	Electric Line
(Underground Aerial)	(Underground Aerial)

**Location:** Beginning 135 feet (East West <sup>X</sup>North South) of Intersection East H St Alley between East 4th & East 5th and ending (East West North South) \_\_\_\_\_ feet of Intersection

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652

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

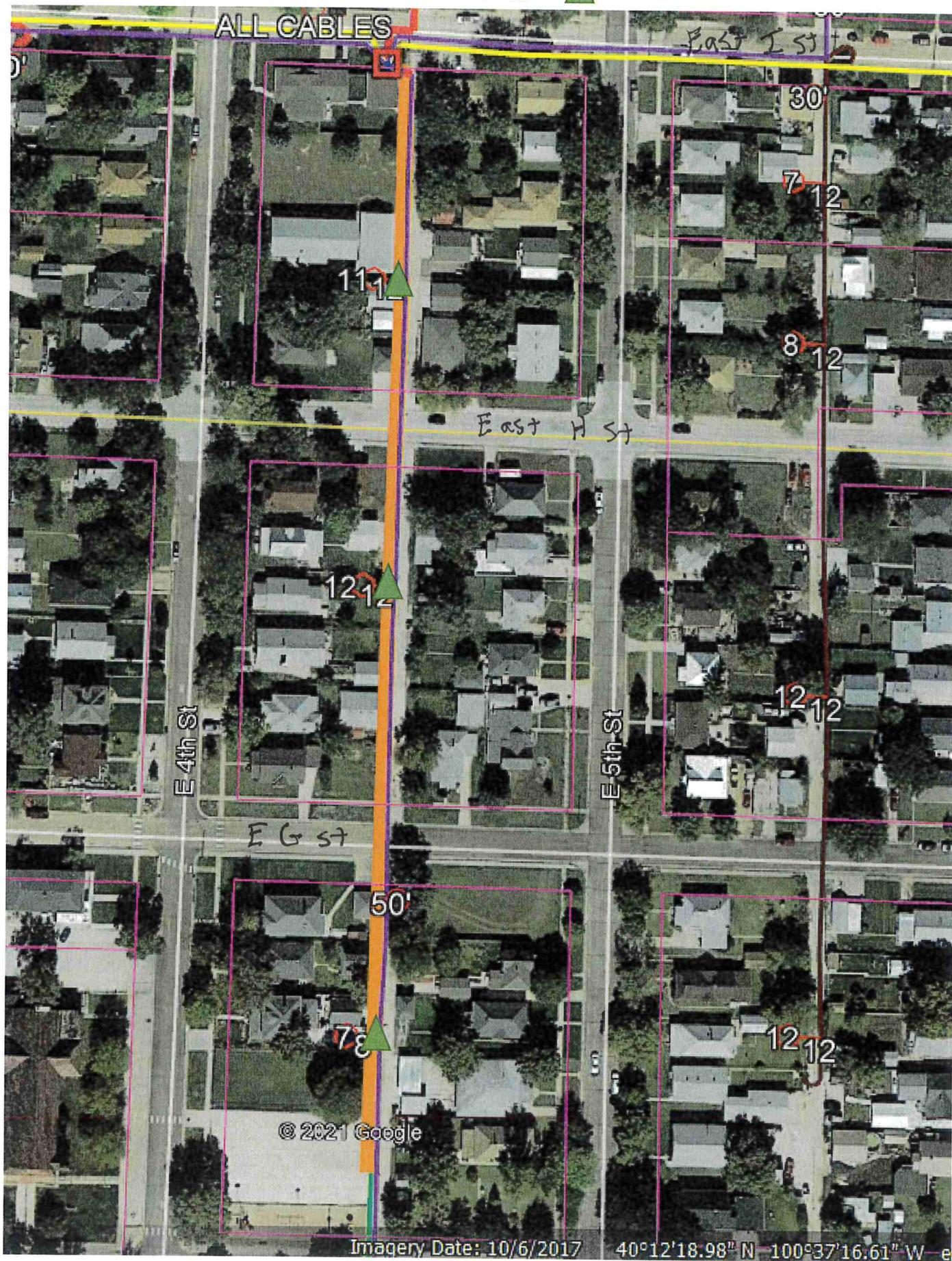
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*Genevieve Holtz* for Pinpoint Communications, Inc.  
 Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

#### 4. McCook - East G H I St - E 4<sup>th</sup> / 5<sup>th</sup> St Alley Bore (Orange)

Vaults = ▲





P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

Type: (circle)  
Over-Cross  
 Under-Cross  
Occupy  
Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
 Telephone Line 2" PVC  
 (Underground Aerial)  
Tree Trimming/Removal  
Grading  
Other  
Electric Line  
(Underground Aerial)

Location: Beginning 25 feet (East West  North South) of Intersection E E St Alley between E 7th & E 9th St and ending (East West  North South) 540 feet of Intersection E E St Alley between E 7th & E 9th St and turning East and traveling 440 feet East ending 140 feet west of E 9th St.

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

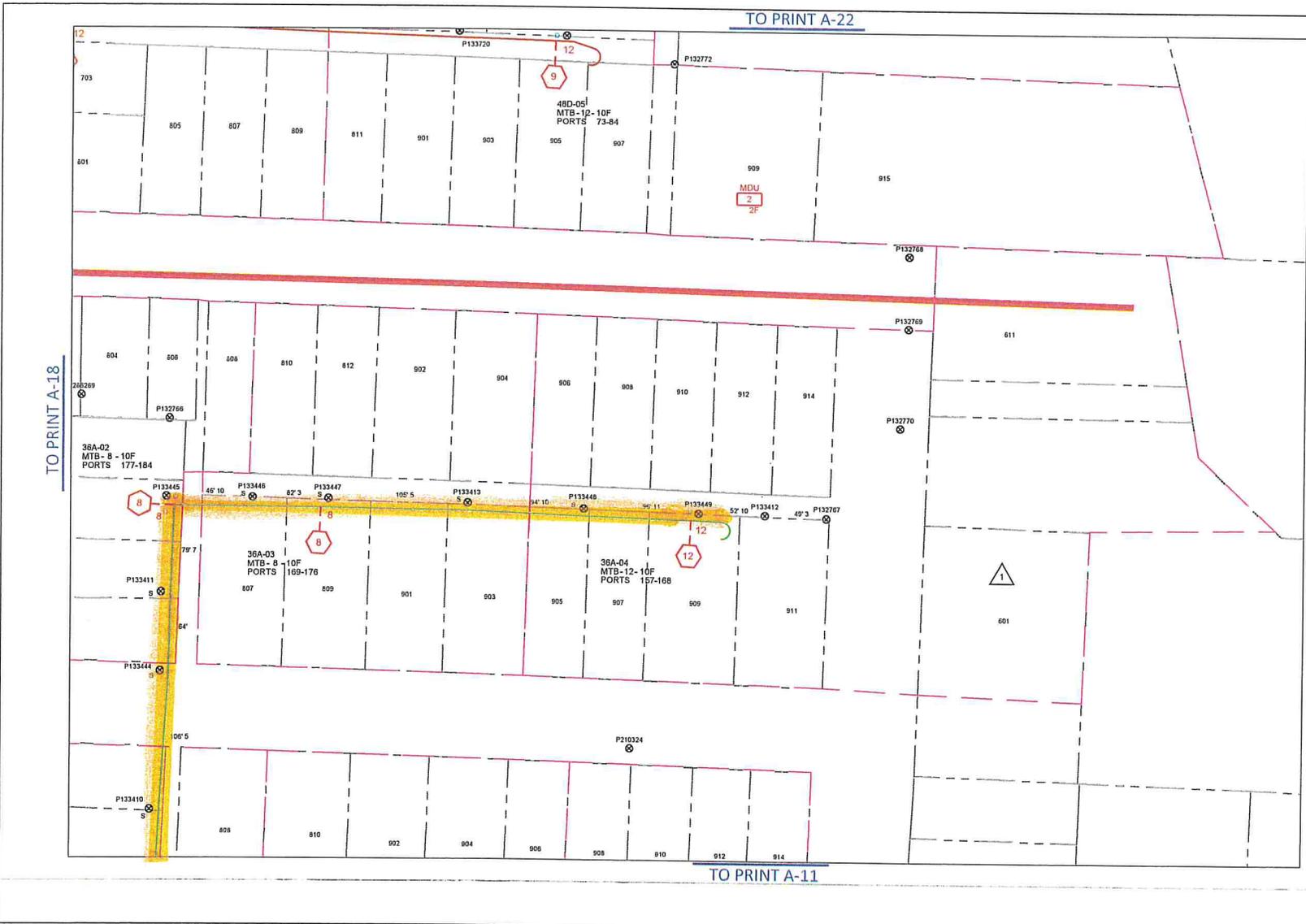
**Performance Guarantee: (Make Payable to City of McCook)**  
Amount: \$ 2,500.00 Check No. 6027 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

*Renee A. Holtz* for Pinpoint Communications, Inc  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_





PREPARED FOR:  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

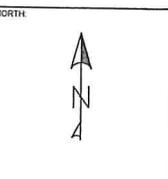


CORNING OPTICAL COMMUNICATIONS LLC  
 4200 CORNING PL  
 CHARLOTTE, NC 28216  
 828-901-8000  
 www.Corning.com/opcomm

PROJECT INFORMATION:  
 MCCOOK, NE  
 312 W B STREET  
 MCCOOK, NEBRASKA 68001

PROJECT NAME:  
 MCCOOK, NE

DRAWN BY: PS  
 CHECKED BY: PS  
 DATE: 5/27/20



FOR PLANNING PURPOSE ONLY

NOT RELEASE FOR CONSTRUCTION  
 SHEET NAME:  
 CABLE PATH

SHEET NUMBER	REVISION
A-19	4



# 5A

P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

**Location:** Beginning 150 feet (~~East~~<sup>X</sup>~~West~~ North South) of Intersection East 9th St Alley between East F & East G St and ending (~~East West~~ North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

*Bene A. Hattis* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_



# 5B

P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

**Location:** Beginning 456 feet (~~East~~<sup>X</sup> ~~West~~ North South) of Intersection East 9th St Alley between East F & East G St and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

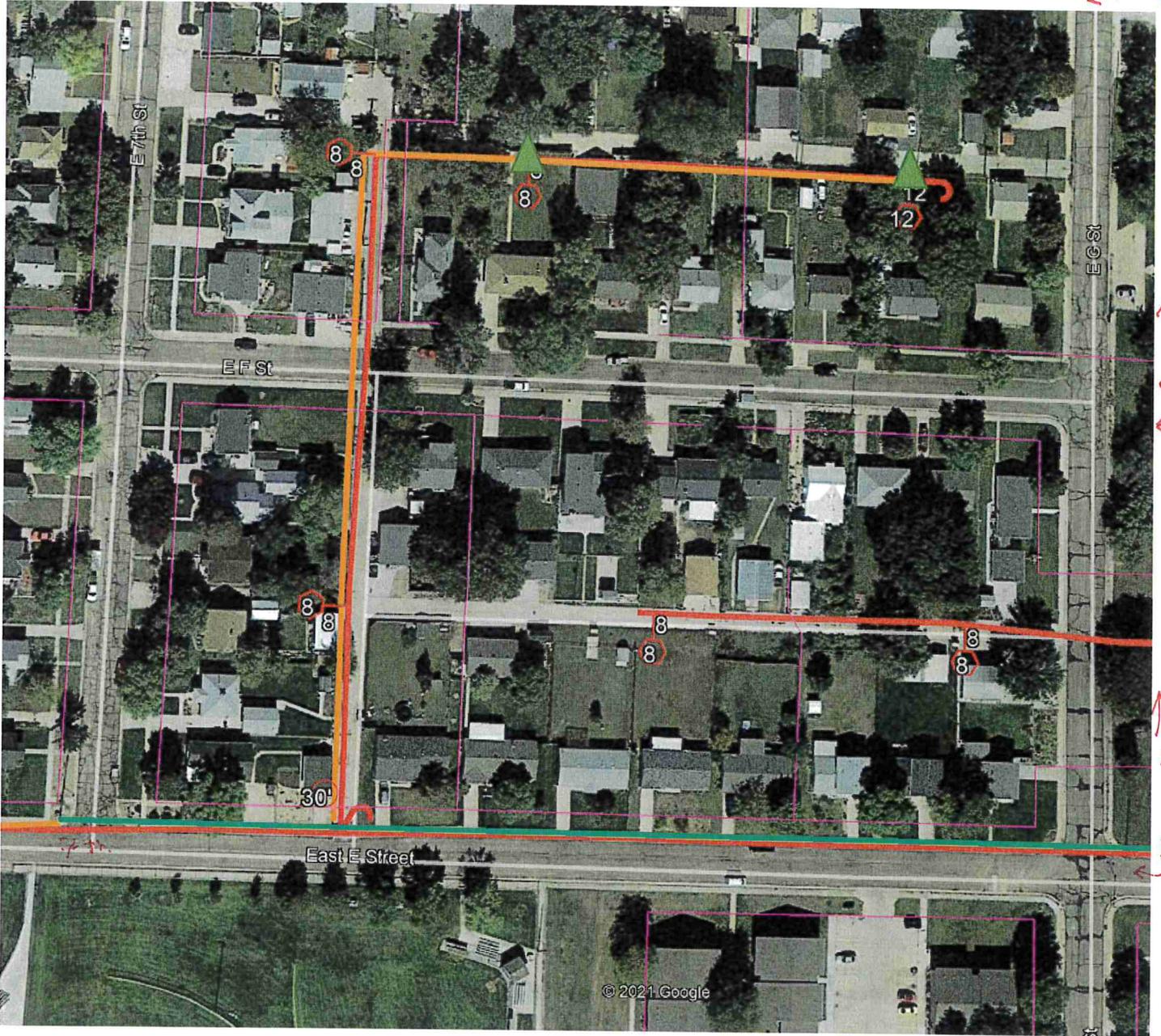
*[Signature]* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

# 6. McCook - East E F St - E 7<sup>th</sup> 8<sup>th</sup> 9<sup>th</sup> St Alley Bore

Vaults = ▲

East  
"G"



9+h  
← F

East  
9+h

East  
E



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

Type: (circle)  
Over-Cross  
 Under-Cross  
Occupy  
Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
 Telephone Line 2" PVC  
 (Underground) Aerial  
Tree Trimming/Removal  
Grading  
Other  
Electric Line  
(Underground Aerial)

Location: Beginning 165 feet (East<sup>X</sup> West North South) of Intersection E 9th St Alley between E D St & E E St and ending (East West North South) 390 feet of Intersection E 9th St Alley between E D St & E E St and turning North and traveling 210 feet North ending 40 feet Northeast of the E E St and E 10th St intersection.

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

**Performance Guarantee: (Make Payable to City of McCook)**

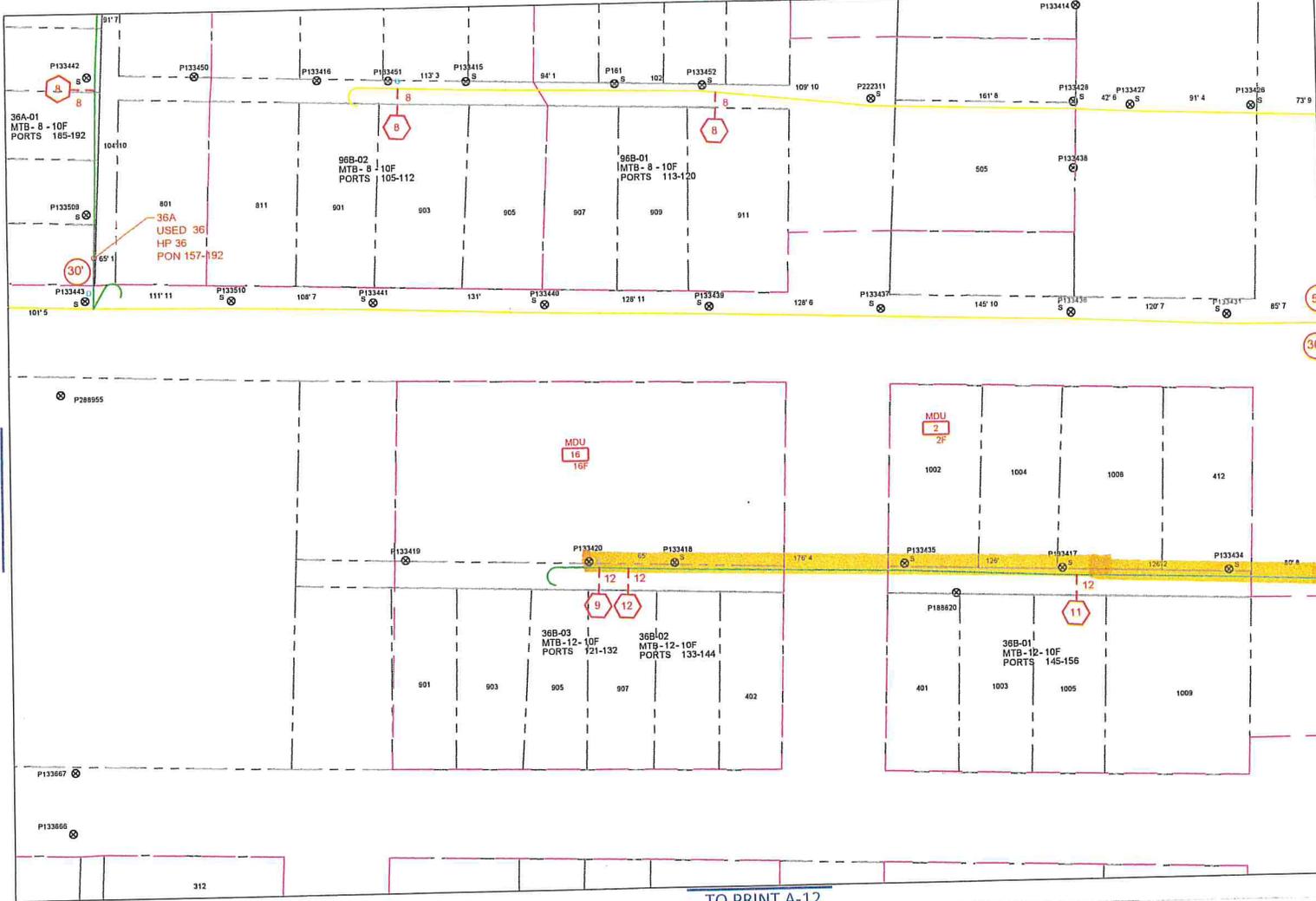
Amount: \$ 2,500.00 Check No. 6028 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

*Kenie A. Helter*  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

TO PRINT A-19



TO PRINT A-12

TO PRINT A-8

TO PRINT A-14

PREPARED FOR:

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

PREPARED BY:

**CORNING**

CORNING OPTICAL COMMUNICATIONS LLC  
4200 CORNING PL  
CHARLOTTE, NC 28216  
828-901-5000  
www.Corning.com/optcomm

PROJECT INFORMATION:

MCCOOK, NE  
312 W B STREET  
MCCOOK, NEBRASKA 69001

PROJECT NAME:  
MCCOOK, NE

DRAWN BY: PS  
CHECKED BY: PS  
DATE: 5/27/20

NORTH:

FOR PLANNING PURPOSE ONLY

NOT RELEASE FOR CONSTRUCTION

SHEET NAME:  
CABLE PATH

SHEET NUMBER	REVISION
A-11	4



TO PRINT A-11

TO PRINT A-15

PREPARED FOR ***** ***** ***** ***** *****	
PREPARED BY: 	
CORNING OPTICAL COMMUNICATIONS LLC 4300 CORNING PL CHARLOTTE, NC 28216 828-901-5000 www.Corning.com/optcomm	
PROJECT INFORMATION: MCCOOK, NE 312 W B STREET MCCOOK, NEBRASKA 68001	
PROJECT NAME: MCCOOK, NE	
DRAWN BY: PS CHECKED BY: PS DATE: 5/27/20	
NORTH: 	
FOR PLANNING PURPOSE ONLY	
NOT RELEASE FOR CONSTRUCTION	
SHEET NAME: CABLE PATH	
SHEET NUMBER A-14	REVISION 4



#6 A

P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

**Location:** Beginning 173 feet (~~East~~<sup>X</sup>~~West~~ North South) of Intersection East 9th St Alley between East D & East E St and ending (~~East West~~ North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**  
Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

*Kenee A. Stott* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_



# 6 B

P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

Type: (circle)  
Over-Cross  
Under-Cross  
 Occupy  
Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
Telephone Line  
(Underground Aerial)  
Tree Trimming/Removal  
Grading  
 Other (Vault)  
Electric Line  
(Underground Aerial)

Location: Beginning 186 feet <sup>X</sup>(East West North South) of Intersection East 9th St Alley between East D & East E and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_.

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

**Performance Guarantee: (Make Payable to City of McCook)**  
Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

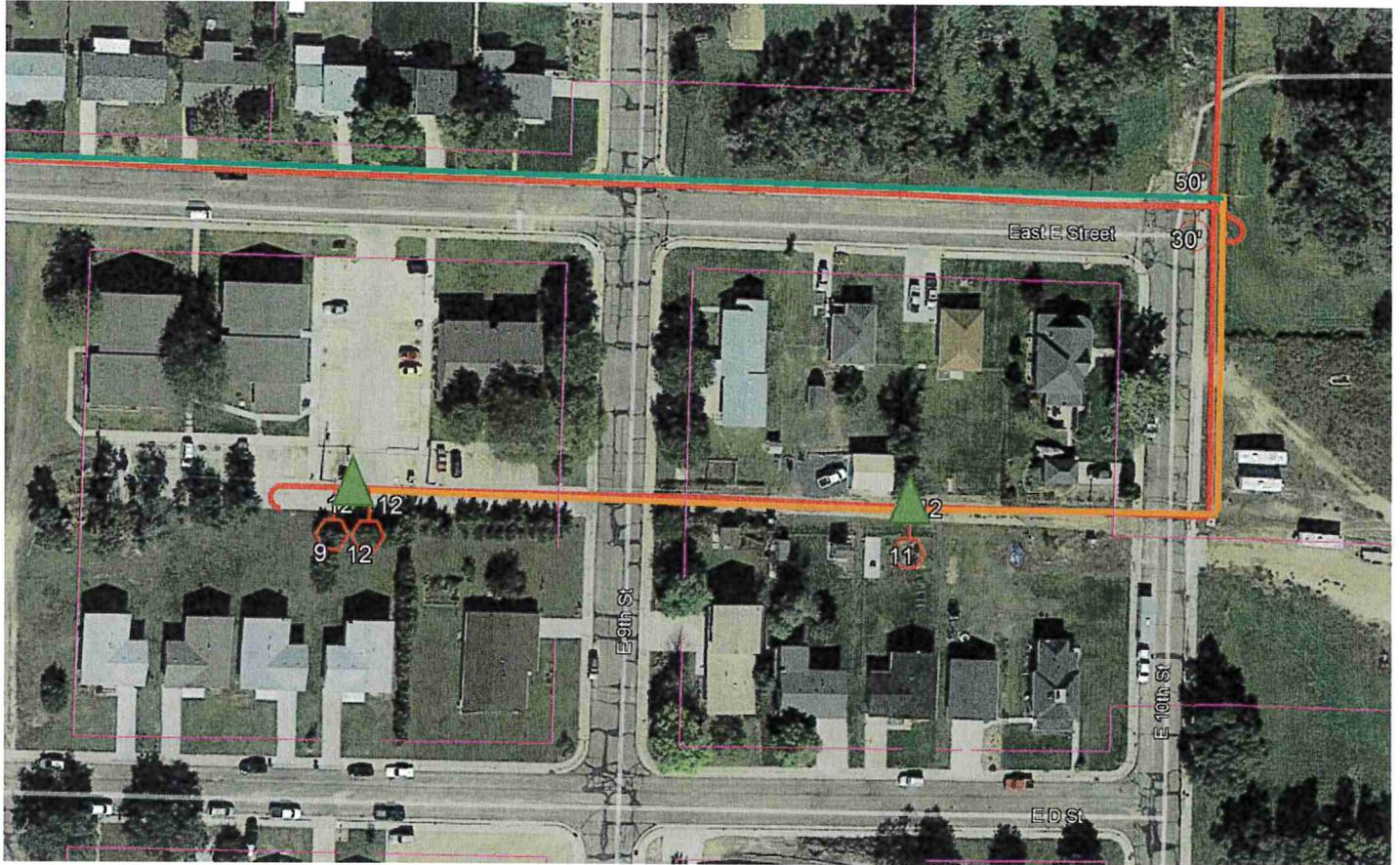
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*Renee A. Holtz* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

# 7. McCook - East D E St - E 9<sup>th</sup> 10<sup>th</sup> St Alley Bore (Orange)

Vaults = ▲





P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

Type: (circle)
Over-Cross
<input checked="" type="radio"/> Under-Cross
Occupy
Miscellaneous

With a: (circle)
Water Line
Sewer Line
Gas Line
<input checked="" type="radio"/> Telephone Line 2" PVC
<input checked="" type="radio"/> (Underground) Aerial
Tree Trimming/Removal
Grading
Other
Electric Line
(Underground Aerial)

Location: Beginning 145 feet (East West North  South) of Intersection 6&34 Alley between E 10th & E 11th St and ending (East West North South) 355 feet of Intersection 6&34 Alley between E 10th & E 11th St.

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6029 Soc. Sec. No. Or FID No. 91-1800652

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

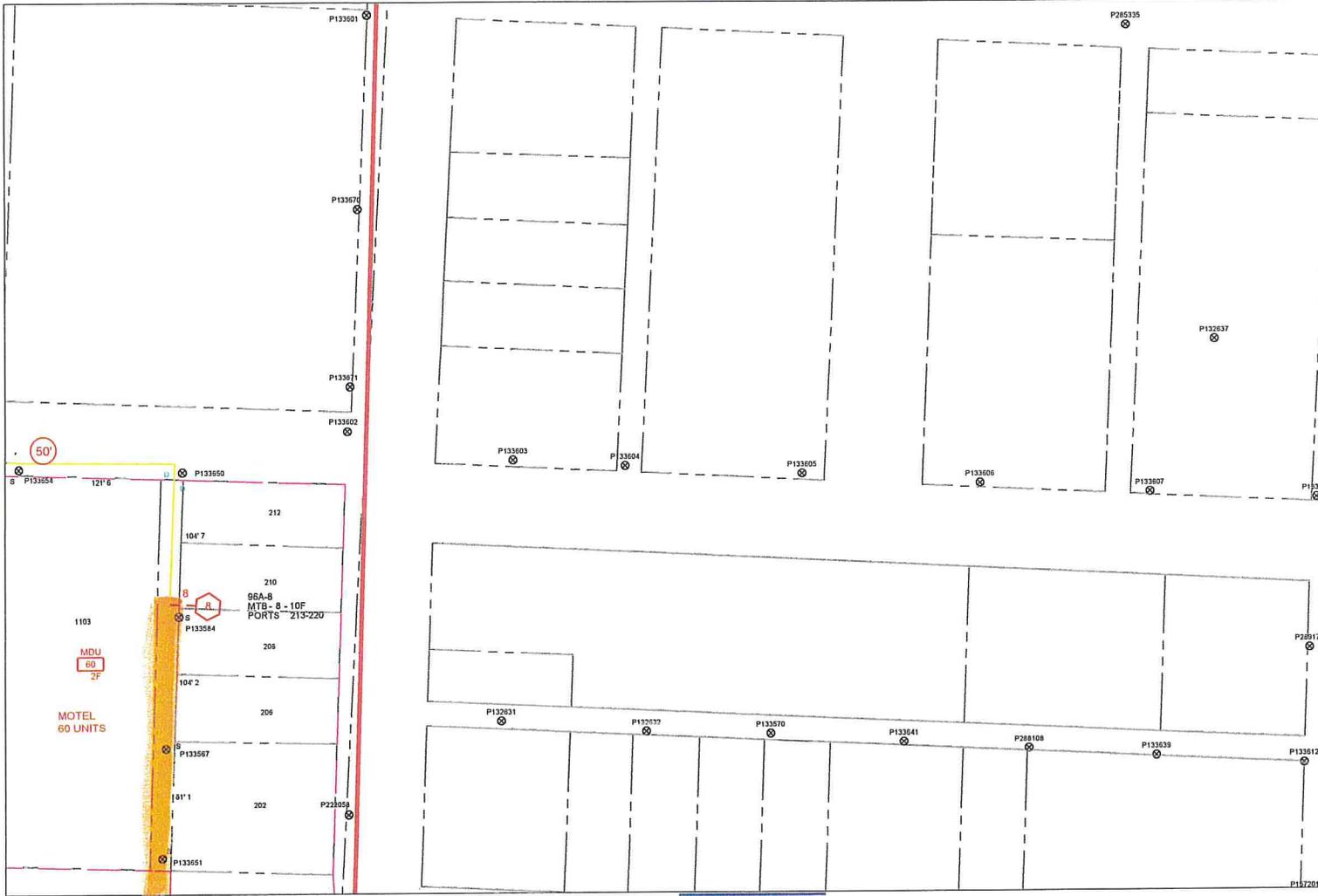
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*Renée A. Holtz* for Pinpoint Communications, Inc  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

TO PRINT A-14

TO PRINT A-12



TO PRINT A-16

PREPARED FOR

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

PREPARED BY

**CORNING**

CORNING OPTICAL COMMUNICATIONS LLC  
4300 CORNING PL  
CHARLOTTE, NC 28216  
828-901-5000  
www.corning.com/optcomm

© 2015 Corning Optical Communications LLC

PROJECT INFORMATION:

MCCOOK, NE  
312 W B STREET  
MCCOOK, NEBRASKA 68001

PROJECT NAME:  
MCCOOK, NE

DRAWN BY: PS  
CHECKED BY: PS  
DATE: 5/27/20

NORTH

**FOR PLANNING PURPOSE ONLY**

NOT RELEASE FOR CONSTRUCTION

SHEET NAME:  
CABLE PATH

SHEET NUMBER	REVISION
A-15	4



#7



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

**Location:** Beginning 152 feet (East West North <sup>X</sup>South) of Intersection 6&34 Alley between East 10th & East 11th and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

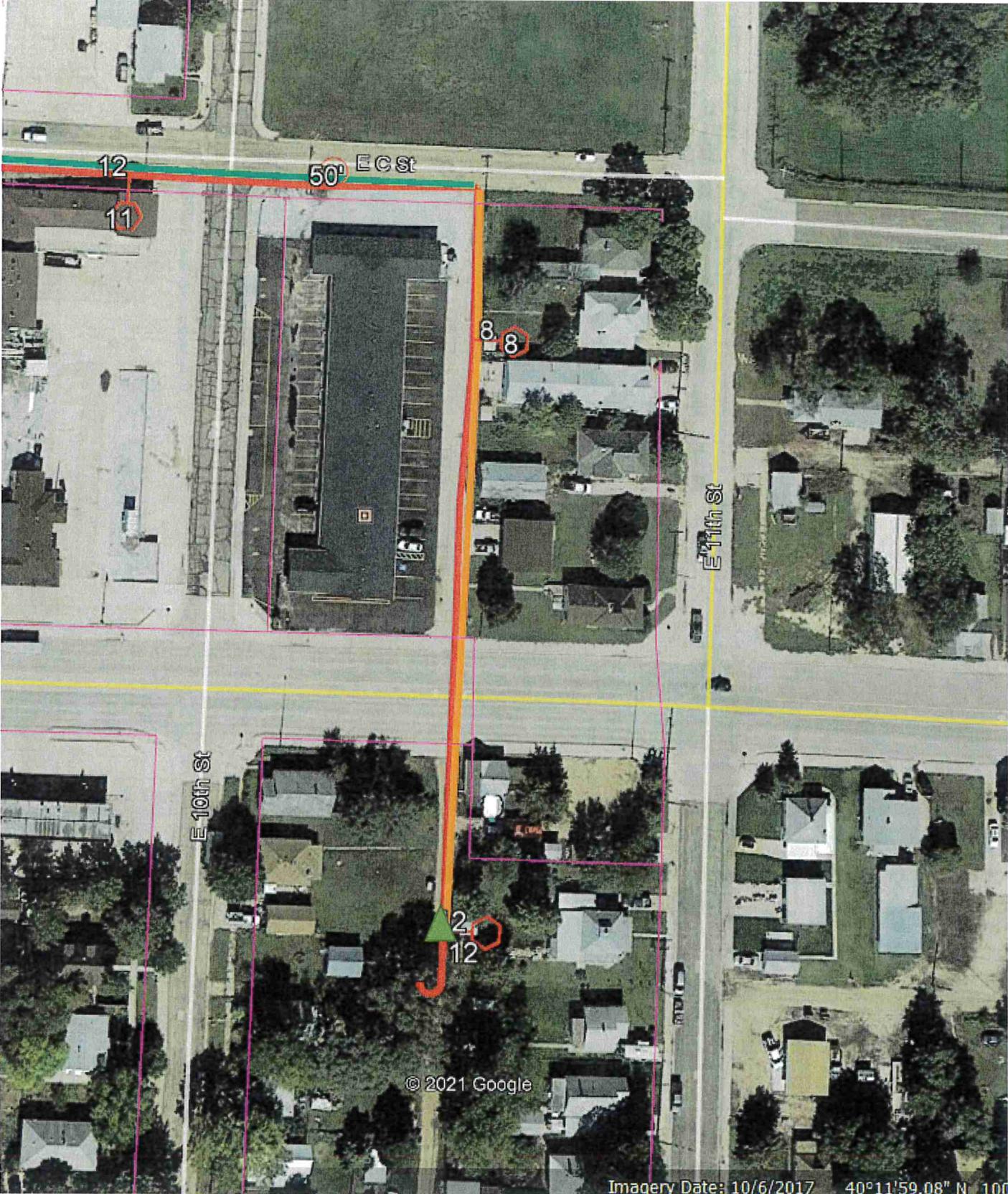
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*Gene A. Goltz* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

8. McCook - East B C St - E 10<sup>th</sup> 11<sup>th</sup> St Alley Bore (Orange)

Vaults = ▲





P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

<b>Type: (circle)</b> <input type="radio"/> Over-Cross <input checked="" type="radio"/> Under-Cross <input type="radio"/> Occupy <input type="radio"/> Miscellaneous	<b>With a: (circle)</b> <input type="radio"/> Water Line <input type="radio"/> Sewer Line <input type="radio"/> Gas Line <input checked="" type="radio"/> Telephone Line 2" PVC <input checked="" type="radio"/> (Underground Aerial)	<input type="radio"/> Tree Trimming/Removal <input type="radio"/> Grading <input type="radio"/> Other <input type="radio"/> Electric Line <input type="radio"/> (Underground Aerial)
--	--	--

Location: Beginning 60 feet (East ~~West~~ <sup>X</sup>North ~~South~~) of Intersection 6&34 Alley between E 9th & E 10th St and ending (East ~~West~~ <sup>X</sup>North ~~South~~) 75 feet of Intersection 6&34 Alley between E 9th & E 10th St. NDOT permit filed for 6&34 undercrossing

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6030 Soc. Sec. No. Or FID No. 91-1800652

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

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

*Renée A. Holtz* for Pinpoint Communications, Inc  
Applicant's Signature

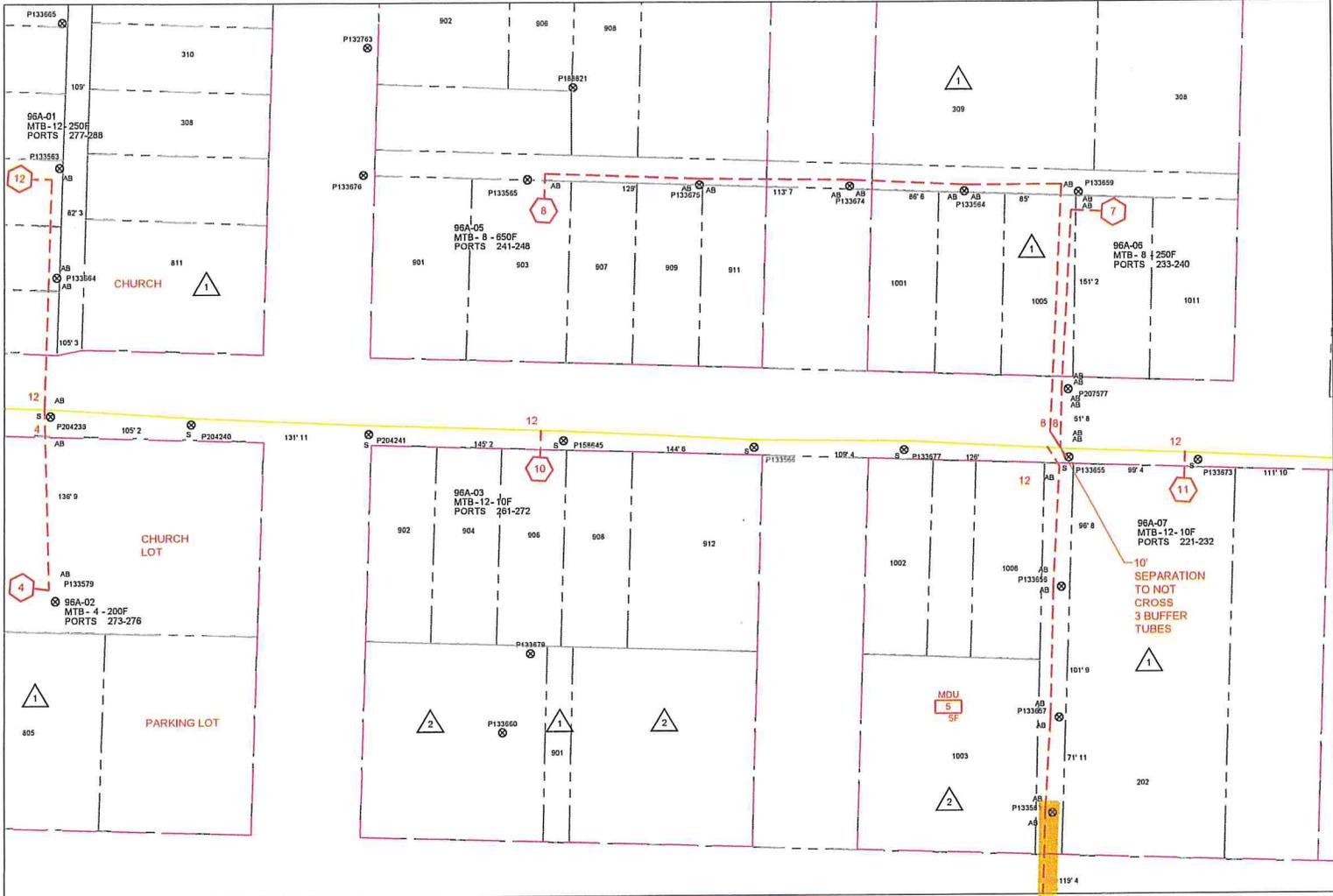
Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

TO PRINT A-11

TO PRINT A-13

TO PRINT A-9

TO PRINT A-15

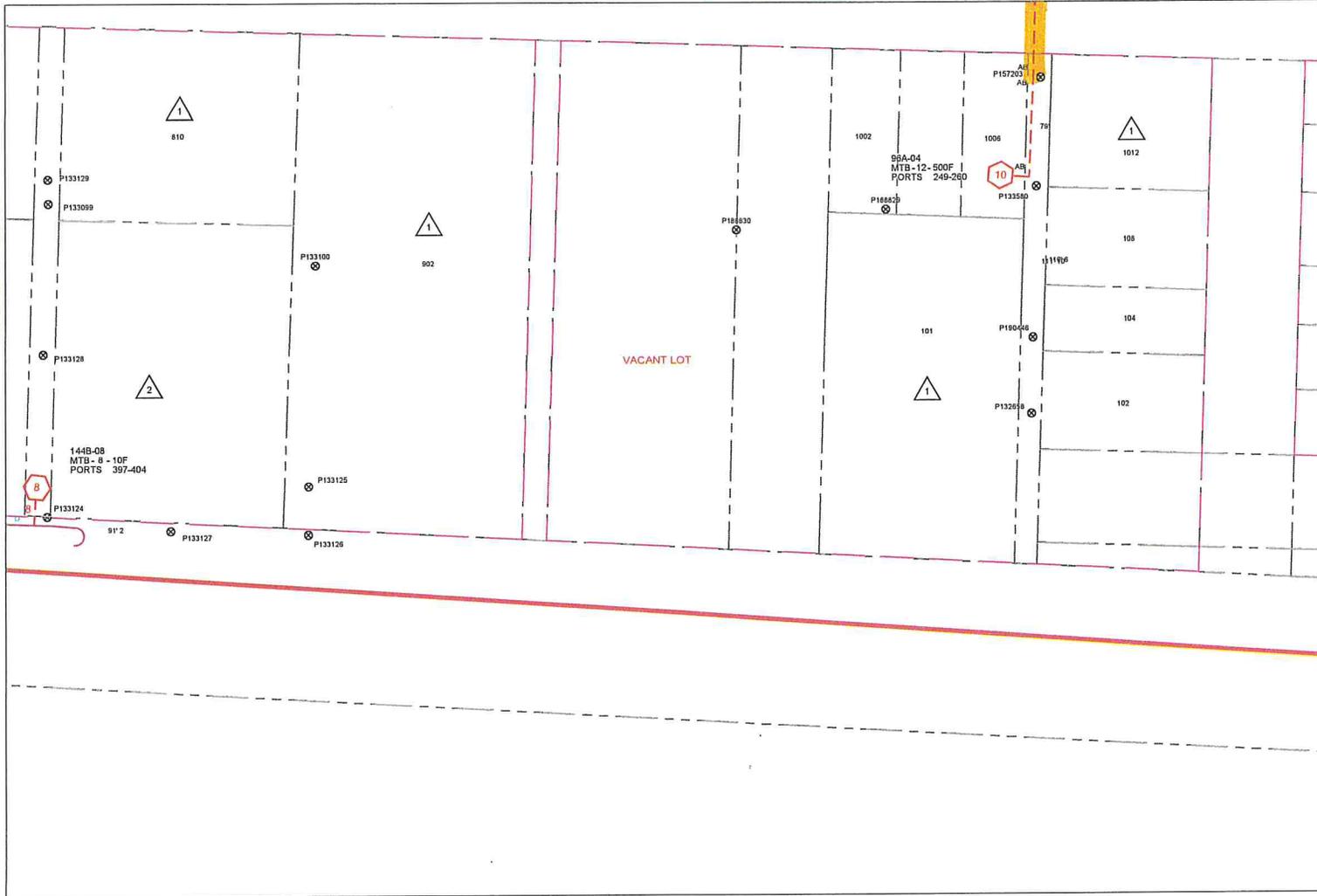


PREPARED FOR:	
PREPARED BY:	
CORNING OPTICAL COMMUNICATIONS LLC 1200 CORNING FL CHARLOTTE, NC 28216 828-501-5000 www.Corning.com/optcomm	
<small>© 2015 Corning Inc. All Rights Reserved</small>	
PROJECT INFORMATION:	
MCCOOK, NE 312 W B STREET MCCOOK, NEBRASKA 68001	
PROJECT NAME	
MCCOOK, NE	
DRAWN BY: PS	CHECKED BY: PS
DATE: 5/27/20	
NORTH:	
<b>FOR PLANNING PURPOSE ONLY</b>	
<small>NOT RELEASE FOR CONSTRUCTION</small>	
SHEET NAME:	
CABLE PATH	
SHEET NUMBER	REVISION
A-12	4

TO PRINT A-12

TO PRINT A-10

TO PRINT A-16



PREPARED FOR:	
<p>***** ***** *****</p>	
PREPARED BY:	
	
<p>CORNING OPTICAL COMMUNICATIONS LLC 4200 CORNING PL. CHARLOTTE, NC 28216 828-591-5000 www.Corning.com/topcomm</p>	
PROJECT INFORMATION:	
<p>MCCOOK, NE 312 W B STREET MCCOOK, NEBRASKA 69001</p>	
PROJECT NAME:	
<p>MCCOOK, NE</p>	
DRAWN BY/PS	PS
CHECKED BY:	PS
DATE:	5/27/20
NORTH:	
	
FOR PLANNING PURPOSE ONLY	
NOT RELEASE FOR CONSTRUCTION	
SHEET NAME:	
<p>CABLE PATH</p>	
SHEET NUMBER	REVISION
A-13	4

# 8A



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

**Location:** Beginning 50 feet (East West North  South) of Intersection 6&34 Alley between East 9th & East 10th and ending (East West North South) \_\_\_\_\_ feet of Intersection

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652

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

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

*Aeneas [Signature]* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

#8B



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

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

Location: Beginning 50 feet (East West <sup>X</sup>North South) of Intersection 6&34 Alley between East 9th & East 10th and ending (East West North South) \_\_\_\_\_ feet of Intersection

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

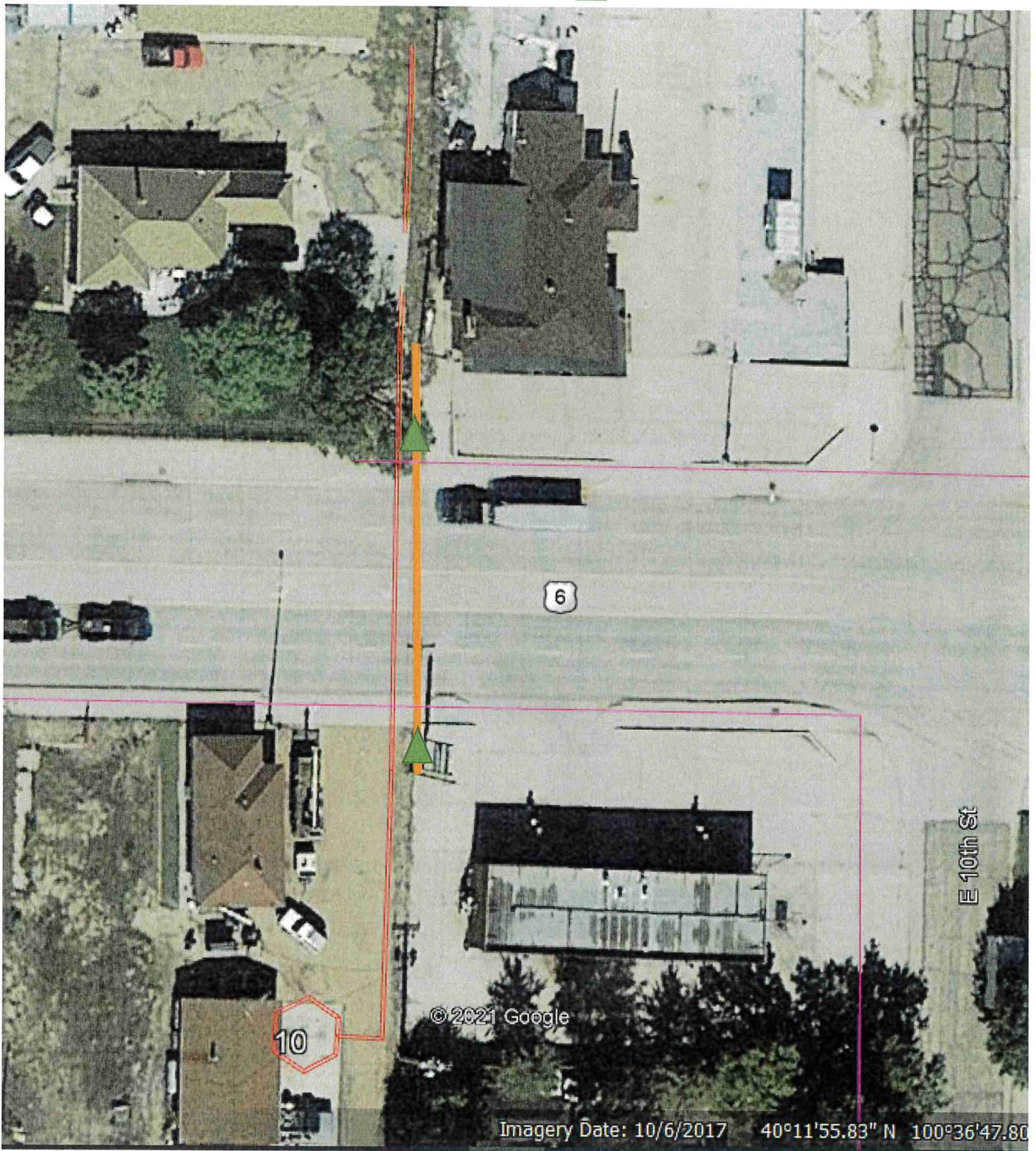
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*Bonnie A. Holtz* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

9. McCook - East B St - E 9<sup>th</sup> 10<sup>th</sup> St Highway Bore (Orange)

Vaults = ▲





P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 03/18/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/06/2021 FINISH DATE: 04/30/2021

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

Type: (circle)  
 Over-Cross  
 Under-Cross  
 Occupy  
 Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
 Telephone Line 2" PVC  
 (Underground Aerial)  
Tree Trimming/Removal  
Grading  
Other  
Electric Line  
(Underground Aerial)

Location: Beginning 20 feet <sup>(East)</sup> West North South) of Intersection E 7th & E A St  
and ending (East) West North South) 195 feet of Intersection  
E 7th & E A St

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

**Performance Guarantee: (Make Payable to City of McCook)**  
Amount: \$ 2,500.00 Check No. 6031 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

*Kenee A. Hottel* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_







P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 04/01/2021  
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 04/20/2021 FINISH DATE: 05/31/2021

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

Type: (circle)  
Over-Cross  
Under-Cross  
 Occupy  
Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
Telephone Line  
(Underground Aerial)  
Tree Trimming/Removal  
Grading  
 Other (Vault)  
Electric Line  
(Underground Aerial)

Location: Beginning 191 feet <sup>X</sup>(East West North South) of Intersection East 7th & East A St  
and ending (East West North South) \_\_\_\_\_ feet of Intersection

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

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 6072 Soc. Sec. No. Or FID No. 91-1800652

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

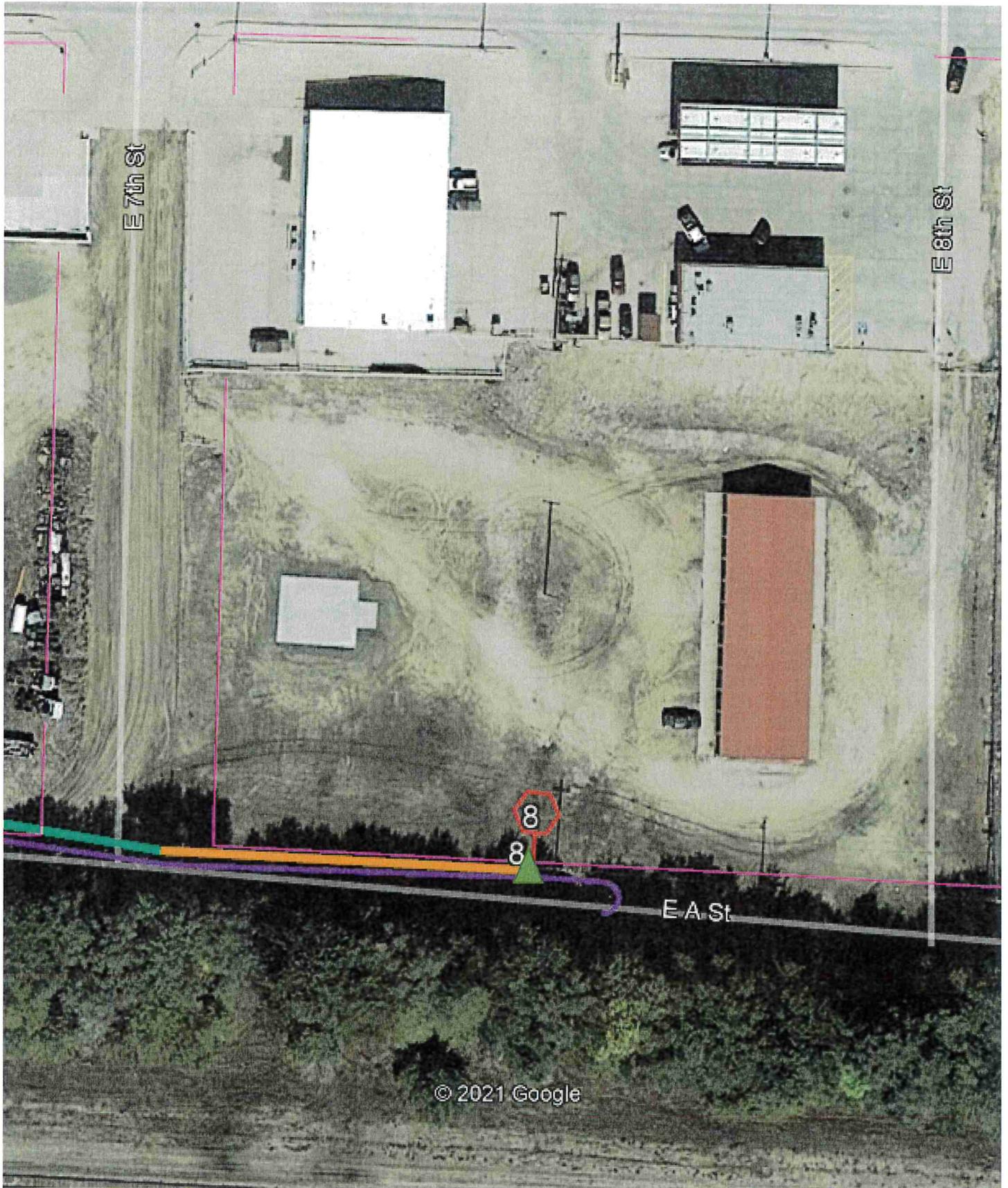
**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed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

*[Signature]* for Pinpoint Communications, Inc.  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

10. McCook - East A St - E 7<sup>th</sup> / 8<sup>th</sup> St Bore (Orange)

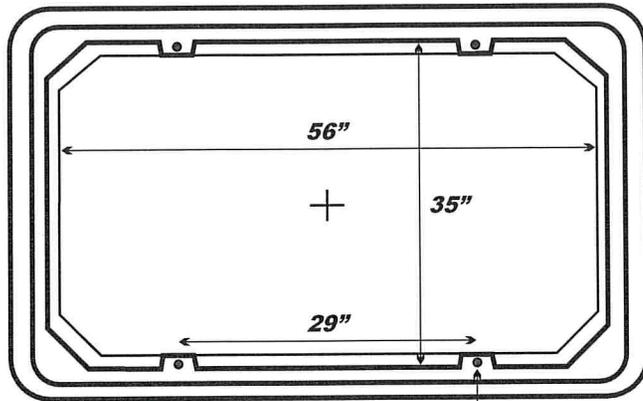
Vaults = ▲



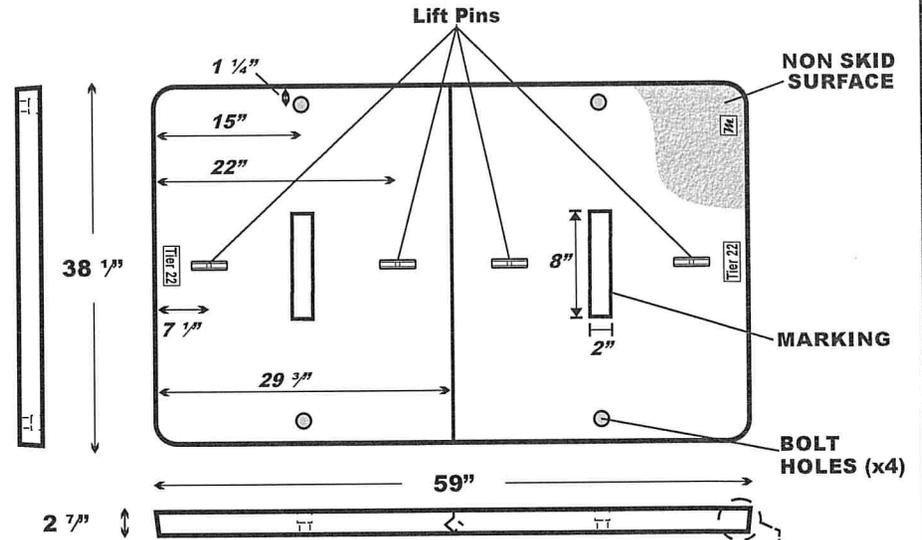
# 3660 Polymer Concrete Series / Tier 15 & 22

 **Listed Product**

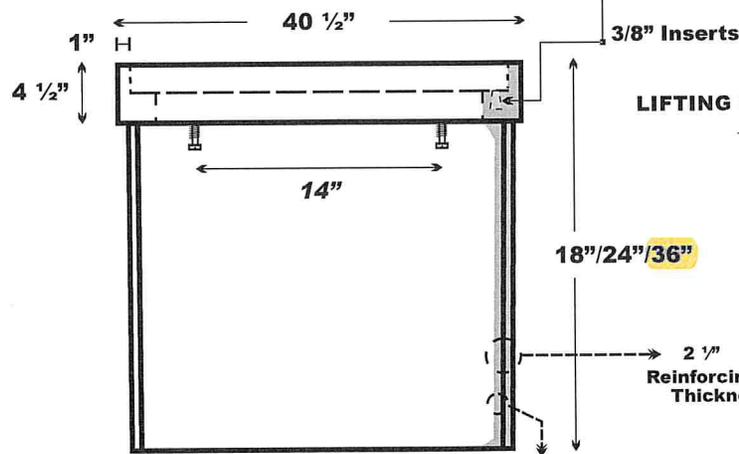
**TOP VIEW**



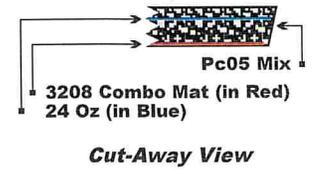
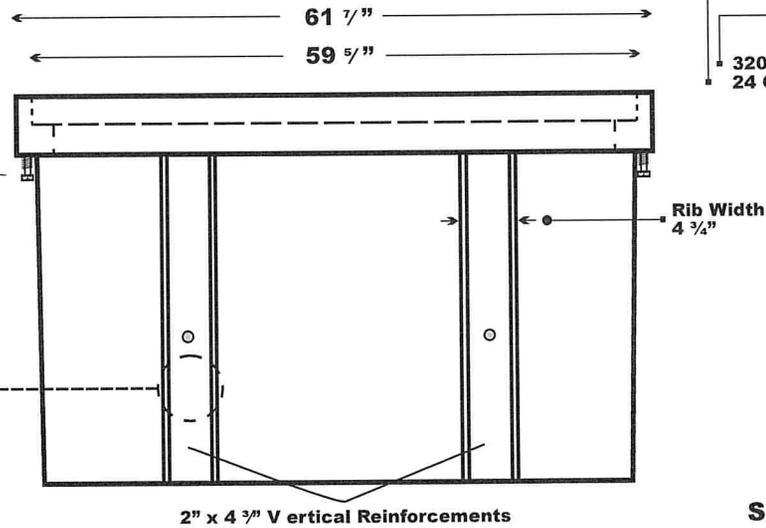
**COVER VIEW**



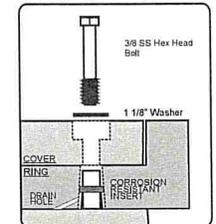
**END VIEW**



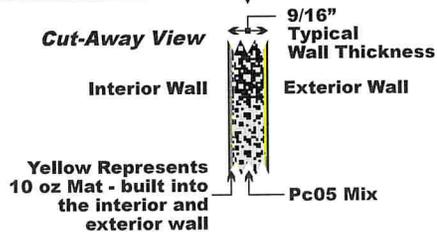
**LIFTING BOLT**



**Hardware Detail**



**Cut-Away View**



<b>Part No. 3660 Polymer Concrete Series</b>		
<b>Body: Polymer Concrete</b>	<b>Cover: Polymer Concrete</b>	
<b>Weight 740-920 lbs.</b>	<b>Tolerance +/- 1/8"</b>	<b>ANSI/SCTE 77 2013</b>
<b>October 21, 2014</b>	<b>File 3660 PC Series</b>	<b>Tier 15/22 Rated</b>
This product design is the sole property of Martin Enterprises. This design is NOT to be altered unless written permission is granted by Martin Enterprises.		

**Martin Enterprises**  
 "Your Underground Enclosure Experts"  
 UL Listed Product File# E351227  
 ISO 9001:2008 Registered Firm  
 QuEST Forum / TL9000 Registered

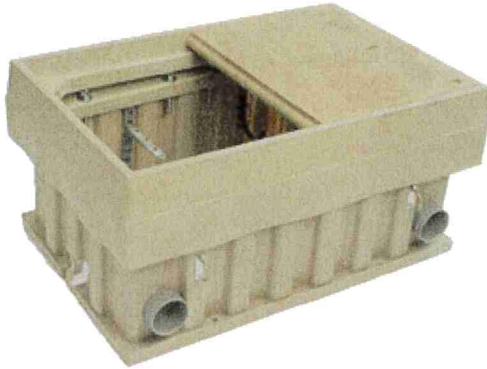
  

[www.martinfrp.com](http://www.martinfrp.com)

# Enclosure, 36x60x36 Adjust-to-Grade Box, Tier 22, FRP

by QUAZITE

Catalog ID: B1C366036W



\* Representative image

Adjust-to-Grade Vault, Corrugated fiberglass vault base with Grade adjustable Polymer Concrete Collar (Cover Perimeter). Tier 22, 36"W x 60"D x 36"H, Vault interior dimensions 37 1/2"W x 61 1/4"D. Supplied with 1/2-13 UNC nut for Securing Cover

Feedback

## Product Details

### General

Insulated?	No
Load Rating (ANSI Tier)	T22
Material	Fiberglass
Type	Below Ground Boxes
UPC	662037161095

### Dimensions

Dimensions	68 in x 44 in x 36 in
Height	36 in
Length	68 in

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM: 4.K.**

**RECOMMENDATION:**

**APPROVE THE GRANT OF LICENSE WITH HISTORY NEBRASKA FOR USE OF RIGHT-OF-WAY ON PORTIONS OF THE WEST SIDE OF THE 700 BLOCK OF NORRIS AVENUE TO CONSTRUCT AN OFF STREET ADA PARKING AREA AND AUTHORIZE THE MAYOR TO SIGN.**

---

**BACKGROUND:**

History Nebraska has made a request for permission to occupy city right-of-way for the development of an off street ADA parking area along the west side of the 700 block of Norris Avenue. This parking would utilize approximately 115.5 square feet of the City's right of way. This parking area would help make visiting the Norris Home much easier for those in need of ADA access.

**FISCAL  
IMPACT:** None.

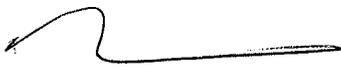
**RECOMMENDATION:**

**APPROVE THE GRANT OF LICENSE WITH HISTORY NEBRASKA FOR USE OF RIGHT-OF-WAY ON PORTIONS OF THE WEST SIDE OF THE 700 BLOCK OF NORRIS AVENUE TO CONSTRUCT AN OFF STREET ADA PARKING AREA AND AUTHORIZE THE MAYOR TO SIGN.**

**APPROVALS:**

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

April 8, 2021

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

April 8, 2021



SENATOR  
GEORGE W. NORRIS

# NORRIS HOME

## NEW HANDICAP RAMP

### McCOOK, NEBRASKA

706 NORRIS AVE. McCOOK, NE 69001

NEW HANDICAP RAMP  
NORRIS HOME  
McCOOK, NEBRASKA

DESIGN ASSOCIATES  
1111 S. 10TH AVE., SUITE 100  
MC COOK, NEBRASKA 69001  
PH: 402-440-6380  
WWW.WDESIGNEA.COM  
Professional Engineer  
No. 0000000000  
State of Nebraska  
Expiration Date: 12/31/2024

Seal of Incorporating Professional

DIV.:	PROJECT:
DRAWN:	DESIGN:
CHECKED:	REVISIONS:
DATE:	

CVR

DATE: APRIL, 2021

**KNOW WHATS BELOW, CALL BEFORE YOU DIG.**

**Calling 811 - What can I expect?**

- Call 811 from anywhere in the country a few days prior to digging and your call will automatically be routed to your local one call center. Interested in contacting the 811 center online? <http://call811.com> Local one call center accepts online requests.
- You'll give the operator information about how to contact you, where you are planning to dig and what type of work you will be doing. Your quick conversation with the operator will last a few minutes.
- Utility companies who have potential facilities in the area of your dig site will be notified about your intent to dig.
- Each affected utility company will send a locator to mark the approximate location of your underground utility lines. This typically occurs within 2-3 working days. To access specific information about your state, visit <http://call811.com>



**Remember the 811 process**

- Notify your local one call center by calling 811 or making an online request 2-3 days before work begins. Be sure to check our <http://call811.com> to find out how far in advance you need to call.
- Wait the required amount of time for affected utility operators to respond to your request.
- Confirm that all affected utility operators have responded to your request and marked underground utilities.
- Respect the marks.
- Dig Carefully around the marks with care.

### SHEET INDEX

- D-1 DEMOLITION PLAN
- C-1 SITE PLAN
- S-1 RAMP AND DECK PLAN
- S-2 RAILING PLAN AND DETAILS

### PROJECT DIRECTORY

OWNER:  
HISTORY NEBRASKA  
P: 402-440-6380  
CONTACT: CHARLES McWILLIAMS, (PROJECT MANAGER)

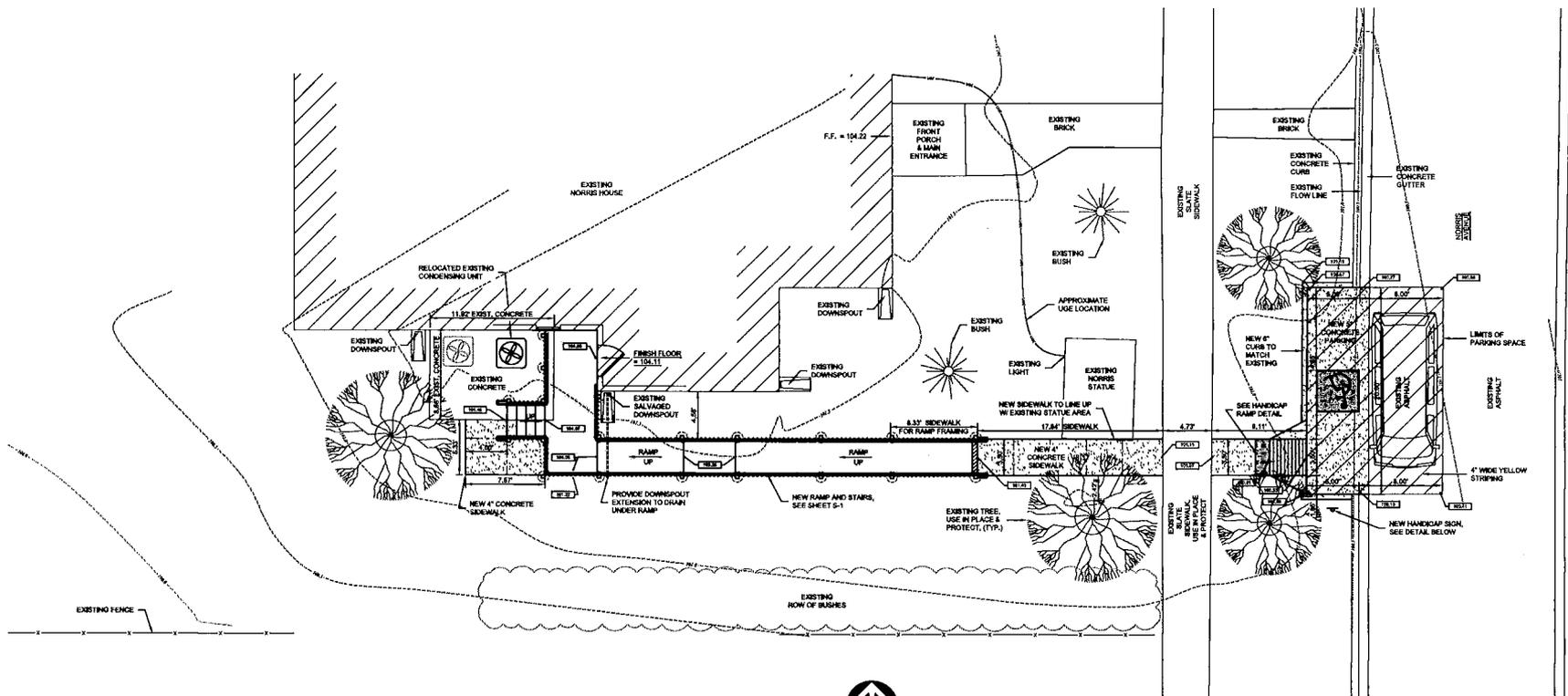
ENGINEER: W DESIGN ASSOCIATES 214 EAST 1ST McCOOK, NE 69001 P: 308-345-2370 CONTACT: GREG A. WOLFORD EMAIL: <a href="mailto:greg@wdesignea.com">greg@wdesignea.com</a>	ARCHITECT: W DESIGN ASSOCIATES 214 EAST 1ST McCOOK, NE 69001 P: 308-345-2370 CONTACT: STEPHEN GRANGER EMAIL: <a href="mailto:stephen@wdesignea.com">stephen@wdesignea.com</a>
--	---

### VICINITY MAPS



1. Designer/Engineer seal and stamp required for all drawings.  
2. For more information, visit [www.wdesignea.com](http://www.wdesignea.com)



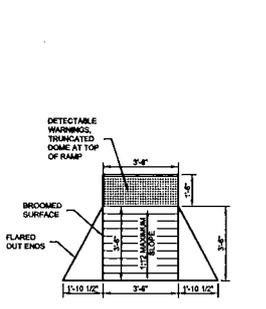


**SITE PLAN**  
SCALE: 1" = 5'-0"

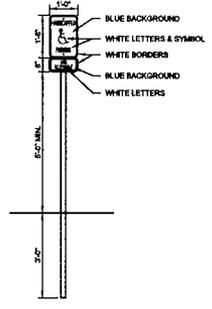
**NORTH**

**NEW HANDICAP RAMP**  
NORRIS HOME  
MCCOOK, NEBRASKA

**DESIGN ASSOCIATES**  
1001 S. 10TH STREET, SUITE 100  
MCCOOK, NEBRASKA 68801  
PHONE: (402) 885-1111  
WWW.DA-NE.COM



**HANDICAP RAMP DETAIL**  
SCALE: 3/4" = 1'-0"



**HANDICAP SIGN DETAIL**  
SCALE: 1/2" = 1'-0"

- CONCRETE NOTES**
1. ALL CONCRETE FOR FOOTINGS AND STEMWALLS SHALL BE CLASS A, REINFORCED AS SHOWN.
  2. ALL CONCRETE FOR THE EXTERIOR SIDEWALKS SHALL BE CLASS A WITH FIBERESH, BROOM FINISH.
  3. ALL CONCRETE TO HAVE 4" COMPACTED SAND CUSHION.
  4. ALL CONTROL JOINTS SHALL BE SEALED WITH SOMMERBONE SL-1 URETHANE SEALANT OR EQUAL.
  5. ALL REINFORCING STEEL SHALL BE GRADE 60.
  6. ALL SURGRADE UNDER CONCRETE SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR DENSITY AT 2% FROM OPTIMUM MOISTURE.
  7. MINIMUM COVER OVER REINFORCEMENT SHALL BE 3" AGAINST EARTH AND 2" WHERE EXPOSED TO AIR.
  8. MINIMUM LAP SPICE SHALL BE AS FOLLOWS:  
#3 BARS = 18"  
#4 BARS = 18"  
#5 BARS = 24"  
#6 BARS = 30"
  9. REBAR SHALL BE SET ON CONCRETE BLOCKS OR CHAIRS. DO NOT SET ANY REBAR ON THE GROUND.

**ALTERNATE A-1:**  
PROVIDE AN ALTERNATE BID OPTION TO WIDEN THE RAMP TO 5'-0" BETWEEN HAND RAILS. ADD AN ADDITIONAL STRINGER TO THE RAMP FRAMING.

**BENCHMARK DATA**  
BM-1 LOCATED SOUTH OF PROPERTY, ON CORNER OF WEST 8 STREET AND NORRIS AVE. TOP CENTER OF WATER VALVE NEXT TO FIRE HYDRANT. ELEV. = 10600

- LEGEND**
- BENCHMARK POINT NUMBER
  - EXISTING CONTOUR LINE
  - - - NEW CONTOUR LINE
  - - - CONTROL OR CONSTRUCTION JOINT
  - - - EXISTING UNDERGROUND UTILITIES
  - - - EXISTING FENCE
  - ▨ NEW CONCRETE
  - ▨ RE-GRADE AND SO2, SPRINKLER SYSTEM TO BE MOVED BY OWNER
  - ▨ EXISTING BUILDING

- SITE NOTES**
1. CONTRACTOR TO LOCATE & PROTECT ALL UNDERGROUND UTILITIES.
  2. ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATION.
  3. CONTRACTOR SHALL RIP THE TOP 4" OF THE EXISTING SURGRADE AND COMPACT TO 90% OF STANDARD PROCTOR DENSITY.
  4. ALL FILL REQUIRED SHALL BE A LEAN CLAY OR LOW PL SILT AND COMPACTED TO 90% OF STANDARD PROCTOR DENSITY.

I, Stephen Granger, Inc. is the Designer/Engineer for this project. I am not providing any other services for this project.

Scale: Occupancy Professional

DATE:	7/23/2021
DRAWN BY:	STEVEN GRANGER
CHECKED BY:	NEVILLSON
DESIGNED BY:	

**C-1**

DATE: APRIL, 2021

After Recording Return to:

Lea Ann Doak, City Clerk  
City of McCook  
PO Box 1059  
McCook NE 69001-1059

GRANT OF LICENSE

This Agreement is made and entered into this 19th day of April, 2021, by and between the City of McCook, Nebraska, hereinafter referred to as the Licensor, and History Nebraska, hereinafter referred to as the Licensee.

Licensor hereby grants to Licensee the revocable right, privilege, and permission to use the following described real property for construction of off street parking encroaching on the City's right of way described as:

PART OF BLOCK 10, ALL OF LOT 4 AND N/2 LOT 5, FIRST ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA, more particularly described as follows:

A STRIP OF LAND BEGINNING AT THE NE CORNER OF LOT 4, BLOCK 10, FIRST ADDITION TO THE CITY OF MCCOOK, THEN SOUTH 40.0 FT. ALONG THE EAST LINE OF SAID LOT 4 TO A POINT, THENCE EAST 13.5 FT. TO THE TRUE POINT OF BEGINNING, THENCE EAST 5.5 FT. TO A POINT, THENCE SOUTH 21.0 FT. TO A POINT, THENCE WEST 5.5 FT. TO A POINT, THENCE NORTH 21.0 FT. TO THE POINT OF BEGINNING, CONTAINING 115.5 SQ.FT., MORE OR LESS.

This License is granted and restricted to the above described improvements situated on the subject real property and is further restricted to repairing said structures only and does not extend to any material improvement or modification of the structure or replacement thereof.

The term of the License shall be the life of the existing structure with the restrictions set forth herein.

CITY OF MCCOOK, NEBRASKA

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

ATTEST:

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

Acknowledgement

State of Nebraska            )  
  ) s.s.  
County of Red Willow    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Michael D. Gonzales, Mayor of the City of McCook and Lea Ann Doak, Clerk of the City of McCook, Nebraska.

\_\_\_\_\_  
Notary Public

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:** 4.L.

**RECOMMENDATION:**

Receive and file the minutes of the April 12, 2021 Planning Commission meeting.

---

**BACKGROUND:**

Receive minutes from the various board and commission meetings.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

April 15, 2021

McCook Planning Commission  
Regular Meeting  
April 12, 2021  
5:15 PM Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Bradley, Davidson, Dueland, Friehe, Lyons, McDowell.

Absent: Commissioners Stevens, Graham.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 8, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Vosburg announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the December 14, 2020 regular Planning Commission meeting.

Motion to approve the minutes of the December 14, 2020 regular Planning Commission meeting.

This motion, made by Vosburg and seconded by McDowell, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Graham: ABSENT, Lyons: YEA, McDowell: YEA, Stevens: ABSENT

YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Application regarding the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6th P.M., Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the application regarding the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6th P.M., Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA,

Graham: ABSENT, Lyons: YEA, McDowell: YEA, Stevens: ABSENT  
YEA: 8, NAY: 0, ABSENT: 2

Exhibit #1 - City Manager's Report prepared for the April 12, 2021 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (13 pages); and Exhibit #5 - proposed Final Plat Bishop Acres Fourth Subdivision were offered an accepted into evidence by the City Attorney, comments were taken from City Staff before opening to the public for comment.

City Manager Schneider reviewed the following information presented in Exhibit #1: "In July of 2020, the McCook Planning Commission and the McCook City Council approved a preliminary plat for a major subdivision known as Bishop Acres Third Subdivision. The approval paved the way for a developer to potentially develop the A.M. Bishop Family Trust property located southeast of the intersection of Drive 716 and Road 383. The Planning Commission and City Council requested the owner to develop a preliminary plat after Bishop Acres Second Subdivision was developed. The Planning Commission and City Council both expressed a desire to see a more concrete plan developed so subdivision projects weren't done in a piecemeal fashion. That was the impetus behind the preliminary plat's approval in July of 2020."

"The current application does not address developing Bishop Acres Third Subdivision as was expected at the time of the passage of the preliminary plat. The application requests that the northwest corner of the Bishop Acres Third Subdivision be subdivided from the current lot. Unfortunately, the application fails to tie the proposed fourth subdivision into the overarching preliminary plat concept. For that reason, staff is recommending that the application be denied."

"As a side note, in preparation of this Planning Commission meeting, Staff discovered the preliminary plat mylar for Bishop Acres Third Subdivision was not filed as was required. Miller & Associates will be working on completing the mylar for the City of McCook's records."

Scott Clifford of Miller & Associates, representing Mr. Bishop, was present to answer questions from the Commission. He presented copies of the Bishop Acres Third Preliminary Plat.

Discussion included paving requirements of the City's Subdivision Regulations, could they be amended to allow for gravel/rock streets instead of paved; what lots are impacted by the creation of an improvement district; and the requirements necessary to properly develop Bishop Acres Subdivision per the Preliminary Plat adopted on July 20, 2020.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Friehe and seconded by McDowell, passed.  
Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA,  
Graham: ABSENT, Lyons: YEA, McDowell: YEA, Stevens: ABSENT  
YEA: 8, NAY: 0, ABSENT: 2

2.B. Recommend to the McCook City Council denial of the Final Plat (for a minor subdivision)

for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6th P.M., Red Willow County, Nebraska.

Motion to postpone consideration of the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision to a definite time, that date being May 10, 2021 at 5:15 P.M. This motion, made by Vosburg and seconded by McDowell, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Graham: ABSENT, Lyons: YEA, McDowell: YEA, Stevens: ABSENT  
YEA: 8, NAY: 0, ABSENT: 2

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:12 P.M.

---

Lea Ann Doak, Recording Secretary

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM:**        4.M.

**RECOMMENDATION:**

**APPROVE THE REQUEST FROM RONDA GRAFF TO UTILIZE THE CITY SWIMMING POOL FOR THE MCCOOK SUMMER SWIM TEAM WHO IS A PART OF THE PLAINS TSUNAMI SWIM LEAGUE FOR THE 2021 SWIM SEASON BEGINNING WITH PRACTICES ON JUNE 7<sup>TH</sup>, FOR A SWIM MEET TO BE HELD ON JUNE 12<sup>TH</sup> AND FOR MICHELLE'S TRIATHLON TO BE HELD ON JUNE 26<sup>TH</sup>, CONTINGENT UPON PROPER STAFFING LEVELS BEING AVAILABLE AT THE POOL.**

---

**BACKGROUND:**

Ronda Graff is requesting the use of the McCook City Pool for the McCook Summer Swim Team, who is a member of the Plains Tsunami Swim League, for the 2021 summer swim season. This request is for the use of the pool for practices beginning on June 7<sup>th</sup> from 11:00 a.m. to Noon. They are also planning a team swim meet on June 12<sup>th</sup>. Also in this request is to use the pool for Michelle's Triathlon on June 26<sup>th</sup>. These requests will all be contingent upon proper staffing levels being available at the pool.

A certificate of insurance has been requested.

**FISCAL  
IMPACT:**     None.

**RECOMMENDATION:**

**APPROVE THE REQUEST FROM RONDA GRAFF TO UTILIZE THE CITY SWIMMING POOL FOR THE MCCOOK SUMMER SWIM TEAM WHO IS A PART OF THE PLAINS TSUNAMI SWIM LEAGUE FOR THE 2021 SWIM SEASON BEGINNING WITH PRACTICES ON JUNE 7<sup>TH</sup>, FOR A SWIM MEET TO BE HELD ON JUNE 12<sup>TH</sup> AND FOR MICHELLE'S TRIATHLON TO BE HELD ON JUNE 26<sup>TH</sup>, CONTINGENT UPON PROPER STAFFING LEVELS BEING AVAILABLE AT THE POOL.**

**APPROVALS:**

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

April 15, 2021

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

April 15, 2021

## Kyle Potthoff

---

**From:** Ronda Graff <rondagraff@gmail.com>  
**Sent:** Thursday, March 18, 2021 3:54 PM  
**To:** Nate Schneider; Kyle Potthoff; Jody; Mitch Gross  
**Cc:** Jon Graff; Chris Schaben; Stacy Barenberg; DAN BURNS  
**Subject:** Summer Swim League and Michelle's Tri

Nate, Kyle and Jody,

We have heard from the organizers of the Plains Tsunami Swim League that they plan to conduct a summer swim season. We have contacted our local swim parents and they are all in agreement that they'd like to see a season this year so we are moving ahead.

I know the city plans to open the pool this summer and we'd like to start planning for the season.

Traditionally, we start practices the day after Memorial Day (which would be May 25) and hold two weeks worth of practices at the Y over the lunch hour until the city pool is fully open and staffed....and warmed up a bit.

On June 7, we would then move outside with practices from 11 a.m.-noon (or what works best for the pool manager and lifeguards).

As far as a home meet, we will put in a request for Saturday, June 12 to avoid a couple other local conflicts.

I've included Mitch in this email because this will be his first year in McCook when we've had a summer swim season and hope to get him up to speed.

I've included Chris because he is the race director for Michelle's Tri and we are requesting use of the pool on the morning of Saturday, June 26.

Nothing is set in stone at this point, so please let me know how/if we can proceed at any location as far as practices as well as a home meet June 12 and Michelle's Tri on June 26.

Thanks for everyone's help to bring a summer swim season and triathlon back to McCook in 2021.

Ronda

**CITY MANAGER'S REPORT  
APRIL 19, 2021 MCCOOK CITY COUNCIL MEETING**

---

**ITEM 5.A.**

Approve entering into a contract with Lamp Rynearson for planning services regarding a new swimming pool.

---

**BACKGROUND:**

This past budget cycle, the City Council authorized the use of sales tax dollars to help fund a swimming pool planning and development study. The City of McCook also received a grant from the Nebraska Department of Economic Development (ie. CCCFF ) to assist with the costs associated with a swimming pool planning project. The McCook Swimming Pool Committee has recommended that the City of McCook contract with Lamp Rynearson to provide planning services for the swimming pool project. The Pool Committee interviewed four engineering firms and selected Lamp Rynearson from that group.

A copy of the agreement and scope of work is attached to this report. Staff has received a quoted price for Lamp Rynearson's services in the amount of \$16,250. Kyle McCawley of Lamp Rynearson will be present at Monday's meeting and will be available to answer any questions the City Council may have regarding the scope of the planning project.

**APPROVALS:**

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

April 15, 2021

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

April 15, 2021

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

April 15, 2021

ABBREVIATED AGREEMENT BETWEEN  
CLIENT AND LAMP RYNEARSON, INC.

CLIENT: City of McCook, NE JOB NUMBER: \_\_\_\_\_  
PROJECT DESCRIPTION: Aquatics Feasibility Planning DATE ISSUED: \_\_\_\_\_  
LOCATION OF PROJECT: McCook, NE INITIATED BY: \_\_\_\_\_  CLIENT   
PROJECT TITLE: Aquatics Feasibility Masterplan

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: STARTING DATE: EST. April 2021 COMPL. DATE: September 2021  
(Attached additional page(s) or detailed Letter Proposal, if this space is too limited.)

See attached sheets for scope of service

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

BILLING INSTRUCTIONS:

- % of Construction Contracts
- % of Construction By Phase
- Special \_\_\_\_\_
- Lump Sum \$ \_\_\_\_\_
- Cost + 0 % + Expense \$ 16,250
- Hourly Rates Up to a Maximum + Expenses \$ \_\_\_\_\_
- Cost plus fixed fee \$ \_\_\_\_\_
- Other \$ \_\_\_\_\_

SIGNATURES:

- Lamp Rynearson, Inc. Authorized Representative(s) with Title(s)

*Kyle A. McCawley*

04/15/2021

Date

- Client/Client Authorized Representative with Title

Date

DISTRIBUTION:

- CLIENT
- LAMP RYNEARSON
- OTHER \_\_\_\_\_
- OTHER \_\_\_\_\_

**LAMP  
RYNEARSON**

9001 State Line Road, Suite 200  
Kansas City, Missouri 64114  
P | 816.361.0440  
[www.lamprynearson.com](http://www.lamprynearson.com)

## BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Ryneerson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Ryneerson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Ryneerson's estimate of the proportion of the total services actually completed at the time of billing.

## GENERAL CONDITIONS

Responsibility of Lamp Ryneerson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Ryneerson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Ryneerson. In addition, Lamp Ryneerson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Lamp Ryneerson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Lamp Ryneerson and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Lamp Ryneerson's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Lamp Ryneerson's fee represents specific consideration for this limitation.

Termination: Either the Client or Lamp Ryneerson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Ryneerson's final invoice, pay Lamp Ryneerson for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Ryneerson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Ryneerson and are in no way contingent upon the Client obtaining funding. Lamp Ryneerson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Ryneerson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Ryneerson who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or for any other project. Any reuse without specific written authorization by Lamp Ryneerson is prohibited and Client shall indemnify and hold harmless Lamp Ryneerson from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Lamp Ryneerson to further compensation at rates to be agreed upon by Client and Lamp Ryneerson.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Ryneerson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Ryneerson's qualifications and experience. Lamp Ryneerson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that Lamp Ryneerson's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. E-500 regarding such phases shall not be part of Basic Services unless such services are stated in and agreed to in the Abbreviated Agreement. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Lamp Ryneerson that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Lamp Ryneerson harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Lamp Ryneerson's own alleged negligence.

If the Client requests in writing that Lamp Ryneerson provide any specific construction phase services and if Lamp Ryneerson agrees in writing to provide such services, then Lamp Ryneerson shall be compensated as Additional Services, per Lamp Ryneerson's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of Lamp Ryneerson, nor the presence of Lamp Ryneerson or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Lamp Ryneerson and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Lamp Ryneerson and Lamp Ryneerson's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Lamp Ryneerson agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

Hazardous Materials: It is acknowledged by both parties that Lamp Ryneerson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Ryneerson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Ryneerson's services, Lamp Ryneerson may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Lamp Ryneerson makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Ryneerson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.

## City of McCook – Aquatics Feasibility Planning

April 15, 2021

### Project Description

1. New swimming pool complex
  - a. A new pool in City of McCook. Items that maybe included in the swimming pool design are:
    - i. Zero entry
    - ii. Deck sprays
    - iii. Play structures/water features
    - iv. Water slides
    - v. Lazy river
    - vi. Lap-lanes – 6 to 8
    - vii. Diving boards
    - viii. Other facilities determine by the design, city staff and/or steering committee
2. Site development
  - a. Multiple site evaluation and recommendations
  - b. Storm drainage
  - c. Necessary infrastructure (i.e. water, electricity and sanitary sewer)
  - d. Parking
3. New or renovated changing area, concession space or staff area is anticipated.
4. New filtration area/building for swimming pool operations.

### Project Scope

#### Phase 1 – Project Planning

Tasks	Tasks and Responsibilities
1.1 Data Collection	<ul style="list-style-type: none"> <li>• Review existing facility plans &amp; inspect existing facility</li> <li>• Review existing aquatics programs</li> <li>• Meet with City Staff and Committee Members</li> </ul>
1.2 Site Evaluation	<ul style="list-style-type: none"> <li>• Visit current site and potential sites for the future swimming pool/ aquatic center</li> <li>• Develop evaluation program for measurement site analysis: i.e. development cost, accessibility, utility connections</li> <li>• Summary evaluation</li> </ul>
1.3 Project Workshop	<ul style="list-style-type: none"> <li>• Discuss project goals and schedule</li> <li>• Develop performance parameters – i.e. visitor experience, staffing parameters, operation &amp; maintenance goals</li> <li>• Prepare meeting notes and action items, for distribution and records</li> </ul>
1.4 Develop Draft Concept	<ul style="list-style-type: none"> <li>• Prepare pool plan and amenities</li> <li>• Prepare narrative of associated mechanical systems</li> </ul>
1.5 Facility Operational Analysis	<ul style="list-style-type: none"> <li>• Develop operational parameters: set success benchmarks</li> <li>• Develop annual operation expenditure projections</li> <li>• Develop lifecycle operation and maintenance program</li> </ul>
1.6 Project Workshop	<ul style="list-style-type: none"> <li>• Present concept and program</li> <li>• Confirm performance parameters</li> </ul>
1.7 Committee Meeting	<ul style="list-style-type: none"> <li>• Presentation to the City of McCook, McCook Pool Project Steering Committee and City Council. This shall be upon concurrence with the recommendations, request referendum for the project funding</li> </ul>
1.8 Project Development	<ul style="list-style-type: none"> <li>• Finalize concept and program</li> <li>• Finalize operational parameters: set success benchmarks</li> <li>• Finalize annual operation expenditure projections</li> <li>• Complete lifecycle operation and maintenance program</li> </ul>

Deliverables:

- Draft Concept
- Site Analysis
- Final Concept
- Meeting Notes

**Phase 2 – Public Engagement & Funding Campaign**

<b>Tasks</b>	<b>Tasks and Responsibilities</b>
2.1 Public Survey (Online)	<ul style="list-style-type: none"><li>• Develop public engagement strategy and implementation plan</li><li>• Establish Public Engagement schedule</li></ul>
2.2 Promotional Materials for Funding Campaign	<ul style="list-style-type: none"><li>• Create fundraising campaign method and implementation schedule and milestones</li><li>• Develop promotional materials: project brochure, social media content, project website</li><li>• Distribution of materials</li></ul>
2.3 Stakeholder Meetings	<ul style="list-style-type: none"><li>• Identify stakeholders with the community: i.e. civic groups, day care providers, seniors, swim team, water aerobics, maintenance staff</li><li>• Conduct stakeholder meetings</li><li>• Document stakeholder meetings</li></ul>
2.4 Townhall Meetings	<ul style="list-style-type: none"><li>• Conduct townhall meeting(s)</li><li>• Document townhall meetings</li></ul>

Deliverables:

- Informational materials for townhall presentations
- Documentation of public comments

END OF DOCUMENT

**CITY MANAGER'S REPORT  
APRIL 19, 2021 MCCOOK CITY COUNCIL MEETING**

---

**ITEM 5.B.**

Approve the purchase of land utilizing LB 840 funds in the amount of \$150,000, for land described as Block 3, Clary Subdivision of McCook, 19-3-29; and Part of Block 2, Clary Subdivision, 19-3-29.

---

**BACKGROUND:**

Per the City of McCook's voter approved McCook Economic Development Plan, LB 840 funds may be used by the McCook Economic Development Corporation (MEDC) to construct facilities, structures, and/or appurtenances for new or proposed development. Accordingly, the MEDC would like to purchase property to construct new residential structures to promote development in our community. The land the MEDC would like to purchase is located in the Clary Subdivision to McCook. A diagram of the land is attached with this packet. The land sits to the north of the residential properties created in the first phase of the North Pointe residential project, located just north of West R Street, between West 7<sup>th</sup> and West 9<sup>th</sup> Streets.

According to McCook's Economic Development Plan, after the Program Administrator (ie. MEDC) approves the purchase of real estate, the McCook City Council must give final approval for the purchase.

**APPROVALS:**

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

April 14, 2021

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

April 14, 2021



paid by Buyer. Buyer agrees to make application for the loan within \_\_\_\_\_ days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this Agreement any time after \_\_\_\_\_ unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a government regulated lender.

5. Title. Seller agrees to convey marketable title to Buyer by warranty deed or \_\_\_\_\_ equal \_\_\_\_\_ free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title. The cost of the title insurance shall be paid as follows:

<input checked="" type="checkbox"/> Title Insurance policy paid by: (select one)	<input type="checkbox"/> Seller	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Divided equally
<input type="checkbox"/> Lenders Policy paid by: (select one)	<input type="checkbox"/> Seller	<input type="checkbox"/> Buyer	<input type="checkbox"/> Divided equally
<input type="checkbox"/> Endorsements paid by: (select one)	<input type="checkbox"/> Seller	<input type="checkbox"/> Buyer	<input type="checkbox"/> Divided equally

6. Real Estate Taxes/Prorations. Seller shall pay all taxes to and including December 31, 2020 (date). Taxes for the calendar year 2021, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

7. Compliance with Law. Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections,

8. Maintenance/Repairs/Replacements, Cost to Seller. Seller agrees to maintain the property in its condition on the date herof until initial delivery of possession which maintenance shall include, but not be limited to, the building, lawn, parking lot, heating, air conditioning, water heater, sewer, plumbing, electrical system, and any appliances.

9. Due Diligence. This agreement is contingent upon Buyer's satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before April 23, 2021 (date) (the "inspection deadline"). Buyer shall give written notice to the Seller of any unsatisfactory conditions of the property or rescission of this agreement on or before 3 days after the inspection deadline (the "rescission deadline"). If the Buyer fails to notify the Seller of any unsatisfactory conditions or rescission by such deadline, Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice of unsatisfactory condition is received by the Seller as set forth above, this Agreement shall terminate 3 days after the rescission deadline (the "settlement deadline") unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

If checked, Buyer requests a termites and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this Agreement.

10. Utilities. Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.

Electric  Gas  Water  Other not applicable

11. Access to Property. Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's Lender to accommodate financing.

12. Condition of Property. Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated Not applicable and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property.

If checked, a disclosure is attached.

13. Risk of Loss, Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right: i) to require the premises to be restored to the condition at execution hereof; ii) to adjust the price to the value subject to the damage; or iii) to rescind this Agreement.

14. Possession and Closing. Closing of the sale shall be on April 30, 2021 (date) or within \_\_\_\_\_ days after loan approval, whichever shall last occur. Possession of Property shall be given on closing (date) but not before closing. This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met. Time is of the essence in this Agreement.

15. Escrow Closing. Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Escrow Agent shall be McCook Abstract (Title Company) and escrow closing charges shall be paid as follows: 1/2 Seller, 1/2 Buyer

16. Rescission, Termination or Default. If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

17. Foreign Investment and Real Property Tax Act (FIRPTA). The Foreign Investment and Real Property Tax Act requires a Buyer of real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service upon closing, if the Seller is a foreign person, foreign corporation or partnership, or non-resident alien, unless the property qualifies for an exemption under the Act. Unless it is established that the transaction is exempt because the purchase price is \$300,000 or less and the Buyer intends to use the property as his primary residence, Seller agrees to: (a) Provide Broker with a Non-Foreign Seller Affidavit (PPC Form 101-V) stating under penalty of perjury that Seller is not a foreign person; or (b) Provide Broker with a Certificate from the Internal Revenue Service establishing that no federal income tax withholding is required; or (c) Subparagraphs (a) or (b) to be provided to Buyer within \_\_\_\_\_ days of acceptance or Seller consents to withholding ten percent (10%) from the sale proceeds, to be deposited with the Internal Revenue Service.

18. Tax Deferred Exchange. In the event the Seller wishes to enter into a tax deferred exchange for the real property described herein, or if Buyer wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) The other party shall not be obligated to delay the closing, (b) All additional costs in connection with the exchange should be borne by the party requesting the exchange, and (c) The other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to any property other than the property described in this Agreement. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

19. Rights of Persons in Possession.  If checked, this property is sold subject to the rights of persons in possession. Rents shall be prorated to date of closing. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Buyer. Buyer acknowledges that trade fixtures located in the premises may belong to tenants and may be removed upon the conclusion of the tenancy.

If checked, purchase is subject to Buyer's inspection and approval of the leases which shall be treated as an inspection above. Promptly after execution hereof, Seller shall provide Buyer with copies of all leases and rental Agreements, notices to or from tenants, claims made to or by tenants, a statement of rents owing and damage or security deposits held and a summary of all oral agreements with tenants which affect the operation or ownership of the premises. Seller shall warrant the foregoing disclosures as true and correct.

Seller agrees that no changes in the existing leases or rental Agreements shall be made nor new leases or rental Agreements entered into nor shall any substantial repairs or alterations be commenced without the express written consent of the Buyer. Buyer's obligations hereunder are conditioned upon receipt at closing of an estoppel certificate from each tenant acknowledging that the lease or rental Agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or deposits.

20. **Income/Expense.**  If checked, the purchase is subject to Buyer's inspection and approval of the operating statement of the premises. Promptly after execution hereof Seller shall provide a statement of rental income and expenses for the premises which Seller shall warrant as true and correct. Such inspection shall be treated as an inspection above. Buyer agrees to keep such statement confidential. Buyer agrees to use such statement only for the purpose of analysis of a purchase of the premises.

21. **Service Contracts.** Seller agrees to provide to Buyer a copy of any service and/or equipment contracts with respect to the property which extend beyond closing. Buyer agrees to assume such contracts.

22. **Environmental.**  If checked, the purchase is contingent upon the satisfactory environmental quality of the Property. On or before the inspection deadline, Buyer may request a Phase I environmental review at Buyer's expense which shall be promptly ordered by Buyer or Buyer's Agent. If the results raise a question of environmental quality, Buyer may request further study and delay closing as necessary, accept the property as is or rescind the Agreement. If further study is requested, Buyer shall have ten days after receipt of the study results to accept the property as is or rescind this Agreement. Copies of all requests for environmental investigation and the results thereof shall be provided to both Buyer and Seller. If the environmental investigation is not completed by \_\_\_\_\_ (date), either party may rescind this Agreement.

23. **Use.**  If checked, Buyer intends to use the premises for a specific purpose. Buyer may rescind this Agreement on or before the rescission deadline if Buyer determines that zoning or land use restriction prohibits such intended use. The purpose is as follows:  
\_\_\_\_\_  
\_\_\_\_\_

24. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before March 25, 2021 (date) at 5:00 o'clock PM.

25. **Counterparts, E-Mail and Fax Transmission:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

26. **Other Provisions:** Offer is subject to approval by City of McCook using LB 840 funds.  
\_\_\_\_\_

27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List-Addenda) \_\_\_\_\_

\_\_\_\_\_  
(Seller \_\_\_\_\_ / \_\_\_\_\_) (Buyer \_\_\_\_\_ / \_\_\_\_\_)

28. **Mediation and Arbitration.**  [If checked]

(a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement or any actions of the parties or their agents in the sale and purchase of the described property including claims of misrepresentation and claims under §21-2120 (Seller Property Condition Disclosure) of the Nebraska Revised Statutes.

(b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

(c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration may be administered by the American Arbitration Association or such other arbitration provider agreed to by the parties. It shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbitrator(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in

X Seller: EW / 3-23-2021 Buyer: OB  
Date: KK 3/23/21 Date: 3-23-2021

writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand know, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbitrator may award attorney's fees to the prevailing party. In determining prevailing party, prevailing party shall be that party for whom the result most closely, in the arbitrator's opinion, resembles that party's last offer for settlement of the controversy.

(d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

(e) **Exclusions.** The terms of paragraph 28 shall not apply to:

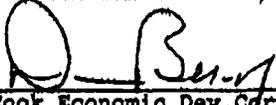
- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien including a commercial broker's lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 28.

(f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

29. **Entire Agreement.** This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed except no exceptions

30. **Authority to Sign.** The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

BUYER  DATE 3.23.2021  
McCook Economic Dev. Corp

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS 402 Norris Ave McCook, NE ZIP \_\_\_\_\_ PHONE (308) 345-1200

NAMES FOR DEED: \_\_\_\_\_ TO BE DETERMINED

Check one:  JTWROS  Tenants in common  Other \_\_\_\_\_

Check one:  Husband and Wife  Single Person  Other \_\_\_\_\_

**RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT**

Buyer acknowledges receipt of executed copy of this Agreement.

[Signature] 3-29-2021  
Buyer Date Buyer Date

Seller acknowledges receipt of executed copy of this Agreement.

X By: Kathy Klein 3-25-2021  
Seller Date  
Premier Trust Custodian FBO David E Winder  
IRA By: Kathy Klein, Trust Officer

David E Winder 3-25-2021  
Seller Date

X Seller [Signature] 3-29-2021 Buyer: [Signature] 3-29-2021  
Date: KK 3/23/21 Date:

**CITY MANAGER'S REPORT**  
**APRIL 19, 2021 MCCOOK CITY COUNCIL MEETING**

---

**ITEM 5.C.**

Approve the citizen's comment form, rescind the 'Citizens Comments' agenda item., and approve the revised City of McCook Guidelines for Citizen Comments during a Public Meeting.

---

**BACKGROUND:**

At the two prior McCook City Council meetings, discussion was held regarding the 'Citizen Comments' portion of the McCook City Council agenda. As a refresher, there has been some concern whether it is a prudent practice to continue allowing citizen comments at the council meetings without advertising the subject matter as required in Nebraska's Open Meetings Act.

Council has asked Staff to develop a form that citizens could use to place an item on an agenda for discussion. Attached to this report is a form Staff has prepared to address citizen's concerns. The form will be available as a pdf to download, a fillable pdf, and an online form to submit will also be available.

Staff is requesting that the City Council: 1) approve the citizen's comment form, 2) eliminate the 'Citizen Comments' agenda item, and 3) approve the revised City of McCook Guidelines for Citizen Comments during a Public Meeting.

**APPROVALS:**



---

Lea Ann Doak, City Clerk

April 14, 2021



---

Nate Schneider, City Manager

April 14, 2021



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

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

## TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

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

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_

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

---

---

---

---

---

**For Administrative Purposes:**

**Date Request Received:** \_\_\_\_\_ **Received by:** \_\_\_\_\_

**Action Taken:** \_\_\_\_\_

\_\_\_\_\_

**Follow-Up Needed:** \_\_\_\_\_

\_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_





## City of McCook

### Guidelines for Citizen Comments during a Public Meeting

---

The City of McCook invites and encourages the public to share their comments - whether they support or oppose our actions. Without citizens' voices we lose a key component of representative government.

- Citizens are allowed to speak during all public hearings.
  - ~~Citizens are allowed to speak during comments from the floor at every meeting.~~
  - Citizens are allowed to speak when the Mayor asks for public comment during specific agenda items.
- 
- 

In order to allow comments from citizens at a meeting, in an orderly manner, the following rules have been established for speaking at a public meeting of the City Council as well as any Commission, Board, or Committee appointed by the City.

• **If you wish to speak during a Public Hearing:**

- You may make comments regarding the subject at hand during a public hearing. The Mayor and/or Hearing Officer will ask if there is anyone to speak for (proponent) or against (opponent) the subject.
- if you wish to comment you must come to the podium and identify yourself to the Mayor and Council.
- Comments must be germane to the subject of the public hearing and should not be repetitive. If your comments are not related to the topic at hand or are repetitive the Mayor and/or Hearing Officer will state as such.
- You will be given a maximum of three (3) minutes to speak regarding the subject of the public hearing.

**~~If you wish to speak during Citizen's Forum:~~**

- ~~◦ You may address the Mayor and Council on any subject/item that is not on the agenda.~~
- ~~◦ if you wish to comment you must come to the podium and identify yourself to the Mayor and Council.~~
- ~~◦ The Mayor and Council will listen to your comments but will not take action at this meeting.~~
- ~~◦ You will be given a maximum of three (3) minutes to speak regarding your topic.~~

• **If you wish to speak during an Agenda item for which the Mayor has requested public comment:**

- You may make comments regarding the subject at hand.
- If you wish to comment you must come to the podium and identify yourself to the Mayor and Council.
- Comments must be germane to the subject of the agenda item and must not be repetitive. If your comments are not related to the agenda item or are repetitive the Mayor will state as such.
- You will be given a maximum of three (3) minutes to speak regarding the subject of the agenda item.
- After public comment regarding the agenda item is received, the Mayor and Council will begin discussion on the Agenda item. No further public comment will take place unless requested by the Mayor and Council.

---

#### WHEN YOU SPEAK

- ◆ Speakers will be heard only upon recognition by the Mayor. Remarks shall be addressed to the Council as a whole and not a member thereof, or members of the audience.
- ◆ Adjust the microphone so that it is pointed at your mouth, speak clearly, and begin by stating your name and address.
- ◆ Limit your remarks to the allotted time limit.
- ◆ Please focus on new or unique information that other speakers have not covered.

**CITY MANAGER'S REPORT**  
**APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM: 5.D.**

**RECOMMENDATION:**

APPROVE ON ITS THIRD AND FINAL READING ORDINANCE NO. 2021-3014 PROVIDING FOR THE AMENDMENT TO CHAPTER 38: APPENDIX E. SETTING THE RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT

---

**BACKGROUND:**

Based on data in the 2021 Water Enterprise Fund Cashflow Model, as prepared by Public Financial Management (PFM), City Staff is recommending that the current water rate be increased by two and one half percent (2 ½%). The rate increase provides funds to cover inflation and pay for capital projects.

The proposed increase would see the ready-to-serve fee increase by 46 cents from \$18.36 to **\$18.82 per month**. The price per 100 cubic feet (748 gallons) would also increase. The first 5,000 cubic feet will cost \$1.920 per 100 cubic feet an increase of 4.7 cents. Usage above 5,000 cubic feet will increase to \$1.423 per 100 cubic feet an increase of 3.5 cents.

The current rates have been in place since January of 2020. They are as follows: Ready to Serve fee of \$18.36, first 5,000 cu. ft. is \$1.873 per 100 cu. ft. and over 5,000 cu ft costs \$1.388 per 100 cu. ft. The PFM advisors recommend the small annual inflationary increases to avoid large increase that are needed after several years without a rate increase.

The attached spreadsheet shows the per month increase to customers using various amounts of water. The row listing 2,289 cubic feet of usage demonstrates a customer that uses 557 cubic feet in the home and 1,732 cubic feet of water to irrigate the lawn. Based on applying 1 inch of water per week to 5,000 square feet of lawn, the customer will see an increase of \$1.64 per month during the watering season. **See attached sheet showing cost to various usage amounts.**

Using the PFM model as the guide and an expected decline in water sales to a level nearer the annual average of 65,000,000 cubic feet, the Water Department's annual revenue for 20/21 should be approximately \$2.2 to 2.4 million dollars. This compared the 19/20 revenue of \$2,493,000 when cubic feet sold exceeded 74,364,000 during an extremely dry summer.

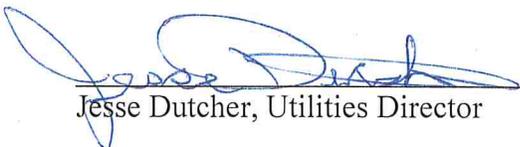
**FISCAL IMPACT:** None revenue should meet 20/21 budgeted expenditures.

---

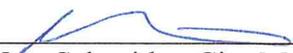
**APPROVALS:**

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

4/14/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jesse Dutcher, Utilities Director

4-15-21  
\_\_\_\_\_  
Date

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

4-15-21  
\_\_\_\_\_  
Date

		2020/2021 Current Rate				2 1/2 %		May 01, 2021 Rate Increase				0.025	
Rate \$\$\$	R-T-S fee	Cubic Feet	over 5,000 Cubic Feet	Sales Tax 7%	Total	R-T-S Fee	First 5,000 Cubic Feet	Over 5,000 Cubic Feet	Sales Tax 7%	Total	Per Mo. Increase		
Usage Cu Ft													
<b>557</b>	\$18.36	\$10.43	\$0.00	\$2.02	\$30.81	\$18.82	\$10.69	\$0.00	\$2.07	\$31.58	<b>\$0.77</b>		
<b>1,802</b>	\$18.36	\$33.75	\$0.00	\$3.65	\$55.76	\$18.82	\$34.60	\$0.00	\$3.74	\$57.15	<b>\$1.39</b>		
<b>2,289</b>	\$18.36	\$42.87	\$0.00	\$4.29	\$65.52	\$18.82	\$43.94	\$0.00	\$4.39	\$67.16	<b>\$1.64</b>		
<b>3,768</b>	\$18.36	\$70.57	\$0.00	\$6.23	\$95.16	\$18.82	\$72.34	\$0.00	\$6.38	\$97.54	<b>\$2.38</b>		
<b>5,306</b>	\$18.36	\$93.65	\$4.25	\$8.14	\$124.40	\$18.82	\$95.99	\$4.35	\$8.04	\$127.20	<b>\$2.81</b>		
<b>13,651</b>	\$18.36	\$93.65	\$120.08	\$16.25	\$248.33	\$18.82	\$95.99	\$123.08	\$16.65	\$254.54	<b>\$6.21</b>		
<b>25,300</b>	\$18.36	\$93.65	\$281.76	\$27.56	\$421.34	\$18.82	\$95.99	\$288.81	\$28.25	\$431.87	<b>\$10.53</b>		

Lot Size            7,000 sq ft            50 ft X 140 ft Lot  
 Home Size        2,000 sq ft            minus sq. ft of home  
 Area of Lawn     5,000 sq ft            lawn area to receive 1 inch per week

1inch water            400 cu ft/5,000 sq ft of lawn

1 inch/week            1,732 cu ft/Month    1 inch of water on lawn per week for 1 month.  
 domestic use        557 cu ft/Month      water used in home  
**Total use**            **2,289 cu ft/Month**    total usage irrigation and domestic for 1 month  
                                  \$1.64                            amount of increase for 1 month with irrigation

ORDINANCE NO. 2021-3014

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2993 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 1.920 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.423 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of eighteen and 82/100 dollars (\$18.82) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one hundred cubic feet.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$250.00

SECTION 2. Ordinance No. 2019-2993 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2021 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

-s- Michael D. Gonzales  
Mayor

ATTEST:

-s- Lea Ann Doak  
City Clerk

Publish:

**CITY MANAGER'S REPORT  
APRIL 19, 2021 CITY COUNCIL MEETING**

---

**ITEM: 5.E.**

**RECOMMENDATION:**

APPROVE ON ITS THIRD AND FINAL READING ORDINANCE NO. 2021-3015 PROVIDING FOR THE AMENDMENT TO CHAPTER 38: APPENDIX D. SEWER DEPARTMENT RATES AND FEES

---

**BACKGROUND:**

Based on the data in the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by three percent (3%). The rate increase provides the funds to cover inflation and pay for capital projects.

The proposed increase would see the base fee for residential customers go from \$16.53 to **\$17.03** per month (50 cents). The commercial base fee will go from \$24.09 to **\$24.81** per month (72 cents). Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 3% from the current \$3.570 per 100 cubic feet (748 gallons) to **\$3.677** per 100 cubic feet of usage (10.7 cents). See attached sheet showing cost to various customers.

Using the PFM model as the guide a 3% increase will generate additional annual revenue of approximately \$30,300 for FY 20/21.

These amounts are calculated on the assumption that future usage will remain at or near the average annual usage of 30,000,000 cubic feet.

Ordinance 2021-3015 also includes a \$35.00 per load fee to unload sewage haulers afterhours and on weekends at the Wastewater Treatment Plant. Staff is also requesting an increase in the sewer tap/connection fee from the current \$5.00 inspection fee and \$45.00 for the tap saddle to a \$150.00 connection fee. The current amount (\$50.00) does not cover the cost of the tap saddle, labor and equipment to make a sewer tap.

**FISCAL IMPACT: An estimated \$30,300 increase in Sewer Enterprise revenue. If rate are increased.**

---

**APPROVALS:**

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jesse Dutcher, Utilities Director

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

20/21

## SEWER RATES

5/1/21

Sewer Only Residential	SMALL user	2 persons	20/21	Current Amount	Increase
		Rate	Usage	Rate	3.00%
Winter usage De, Ja, Fe	RTS Fee / 100 cu ft fee			<b>\$16.530</b>	<b>\$17.03</b>
	Sales Tax	<b>\$3.570</b>	356 cu. ft	\$0.82	\$0.85
		7%		\$1.21	\$1.25
	Monthly Total			<b>\$18.57</b>	<b>\$19.12</b>
			Average Residential (Small)	Mo. Increase	<b>\$0.56</b>
Sewer Only Residential	Medium user	4 persons	2018	Current Amount	Increase
		Rate	Usage	Rate	3.00%
Winter usage De Ja Fe	RTS Fee inc first 333 cu Ft. / 100 cuft fee			<b>\$16.530</b>	<b>\$17.03</b>
		<b>\$3.570</b>	532 cu. ft	\$7.10	\$7.32
	Sales Tax			\$1.65	\$1.70
	Monthly Total			<b>\$25.29</b>	<b>\$26.05</b>
			Average Residential (Medium)	Mo. Increase	<b>\$0.76</b>
Sewer Only Residential	Large user	6 persons	2018	Current Amount	Increase
		Rate	Usage	Rate	3.00%
Winter usage De Ja Fe	RTS Fee inc first 333 cu ft / 100 cu. ft fee			<b>\$16.530</b>	<b>\$17.03</b>
		<b>\$3.570</b>	830 cu. ft	\$17.74	\$18.28
	Sales Tax			\$2.40	\$2.47
	Monthly Total			<b>\$36.67</b>	<b>\$37.77</b>
			Average Residential (Large)	Mo. Increase	<b>\$1.10</b>
Sewer Only Commercial	Small user		2018	Current Amount	Increase
		Rate	Usage	Rate	3.00%
Winter usage De, Ja, Fe	RTS Fee inc first 333 cu ft / 100 cuft fee			<b>\$24.09</b>	<b>\$24.81</b>
		<b>\$3.570</b>	234 cu. ft	\$0.00	\$0.00
	Sales Tax	7%		\$1.69	\$1.74
	Monthly Total			<b>\$25.78</b>	<b>\$26.55</b>
			Average Commercial (small)	Mo. Increase	<b>\$0.77</b>



ORDINANCE NO. 2021-3015

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2994 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix D, Sewer Department Rates and Fees; shall be amended to read as follows:

- A. Sewer connection permit. The fee required for the obtaining of a sewer connection permit as required by § 51.020 is hereby set at \$500.
- B. Sewer connection fees. The fees required by § 51.022 pertaining to sewer connections are hereby set as follows:
  1. Where connection to an existing sewer main is requested, a sewer connection fee of \$150 will be required.
  2. In certain cases, where a larger than normal service connection is required, a fee will be charged to the applicant based on labor and material charges involved in installing the sewer connection.
  3. All fees required by this section are due and payable in advance of the inspection or sewer connection.
- C. Private sewage disposal permit. The fee required by § 51.055 pertaining to private sewage disposal permits is hereby set at \$10.
- D. Sewer Use Charges.
  1. Residential. The residential sewer use charges provided for in Section 51.072 are as follows:

Minimum Charges of \$17.03 per month based on the first 333 cubic feet of water usage.

Residential Rate - \$3.677 per 100 cubic feet for everything over 333 cubic feet water usage.
  2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of \$24.81 per month based on the first 333 cubic feet of water usage.

Commercial Rate - \$3.677 per 100 cubic feet for everything over 333 cubic feet water usage.

3. Sewage Disposal at the Treatment Plant. All sewage that is transported by truck or any vehicle to the plant for disposal will be assessed a fee of \$0.10 per gallon during regular business hours. Non-business hours will be assessed an additional \$35.00 per load.

SECTION 2. Ordinance No. 2019-2994 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2021 and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

- s - Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk